

Hydro Specialists Limited – Terms & Conditions of Trade

1.	Definitions	Services by the Client or any third party, etc.) which are only discovered on commencement of the Services; or	guarantee against recurrence or further damage. In the event of collapse during the pipe clearing process, HSL will immediately advise the Client of the same and shall provide the Client with an estimate for the full repair of the damaged pipe work;
1.1	"Client" means the person/s, entities or any person acting on behalf of and with the authority of the Client requesting HSL to provide the Services as specified in any proposal, quotation, order, invoice or other documentation, and:	(c) in the event of increases to HSL in the costs of supply and/or production of the Goods/Services (including fluctuations in currency exchange rates), and/or Delivery, due to circumstances beyond the reasonable control of HSL.	(c) in the event that the Client requests HSL to use drain/pipe unblocking equipment (including but not limited to, CCTV camera or an electric eel), and HSL does not recommend the use of such equipment due to the risk of the equipment becoming lodged or stuck, HSL may require the Client or their agent to authorise commencement of the Services in writing. If the drain/pipe unblocking equipment subsequently becomes lodged or stuck, the Client shall be responsible for the cost of repair, replacement and/or retrieval of said equipment; 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.		
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.	5.3 Variations will be charged for on the basis of HSL's quotation, and will be detailed in writing, and shown as variations on HSL's invoice. The Client shall be required to respond to any variation submitted by HSL within ten (10) working days. Failure to do so will entitle HSL 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.	(d) if the property or equipment of HSL is damaged by the Client's employee or contractor, the Client will be liable for rectification costs to restore HSL equipment to the same condition prior to the damage occurring.
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 website, and 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 HSL'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.	5.4 At HSL's sole discretion a non refundable deposit may be required.	
1.4	"Goods/Services" means all Goods or Services supplied by HSL 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).	5.5 Time for payment for the Goods/Services being of the essence, the Price will be payable by the Client on the date/s determined by HSL, which may be:	
1.5	"HSL" means Hydro Specialists Limited, its successors and assigns.	(a) on Delivery of the Goods;	8.7 Under no circumstance will HSL be held liable for any damage to the liner due to the unforeseen use of the host pipe during the relining process nor will HSL be liable in the event that the reline is not successful as a result of events beyond their control.
1.6	"Intended Use" means a product and the use thereof, for which the product is intended to be, or is reasonably likely to be, associated with the Services.	(b) on completion of the Services;	
1.7	"Non-Conforming Building Product" means building products that are regarded as Non-Conforming for an Intended Use if, when associated with a building:	(c) by way of instalments/progress payments in accordance with HSL's payment schedule;	
(a)	the product is not, or will not be, safe; or	(d) for certain approved Clients, due twenty (20) days following the end of the month in which a statement is posted to the Client's address or address for notices;	
(b)	does not, or will not, comply with the relevant regulatory provisions; or	(e) the date specified on any invoice or other form as being the date for payment; or	
(c)	the product does not perform, or is not capable of performing, for the use to the standard it is represented to conform by or for a person in the chain of responsibility for the product.	(f) failing any notice to the contrary, the date which is seven (7) days following the date of any invoice given to the Client by HSL.	
1.8	"Price" means the Price payable (plus any Goods and Services Tax ("GST") where applicable) for the Goods/Services as agreed between HSL and the Client in accordance with clause 5 below.	5.6 At the agreement of both parties, payment of the Price may be subject to retention by the Client of an amount (hereafter called the "Retention Money"), being a set amount or equal to a percentage of the Price. The Client shall hold the Retention Money for the agreed period following completion of the Services during which time all Services are to be completed and/or all defects are to be remedied. Any Retention Money applicable to this Contract is to be dealt with in accordance with Subpart 2A - sections 18(a) to 18(i) of the Construction Contracts Amendment Act 2015 and as such no Retention Money shall be used other than to remedy defects in the performance of HSL's obligations under the Contract.	
1.9	"Worksite" means the address nominated by the Client to which the Goods/Services are to be supplied by HSL.	5.7 Payment may be made by, electronic/on-line banking, or by any other method as agreed to between the Client and HSL.	
2.	Acceptance	5.8 HSL may in its discretion allocate any payment received from the Client towards any invoice that HSL determines may do so at the time of receipt or at any time afterwards. On any default by the Client HSL may, or allocate any payments previously received and allocated. In the absence of any payment allocation by HSL, payment will be deemed to be allocated in such manner as preserves the maximum value of HSL's Purchase Money Security Interest (as defined in the PPSA) in the Goods.	
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/Services.	5.9 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 HSL nor to withhold payment of any invoice because part of that invoice is in dispute, unless the request for payment by HSL is a claim made under the Construction Contracts Act 2002. Nothing in this 5.9 prevents the Client from the ability to dispute any invoice.	
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.	5.10 Unless otherwise stated the Price does not include GST. In addition to the Price, the Client must pay to HSL an amount equal to any GST HSL must pay for any supply by HSL under this or any other contract for the sale of the Goods. 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.	
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.		
2.4	The Client acknowledges and accepts that:	6.	
(a)	the supply of Goods/Services on credit shall not take effect until the Client has completed a credit application with HSL and it has been approved with a credit limit established for the account;	6.1 Provision of the Services	
(b)	in the event that the supply of Goods/Services requested exceeds the Client's credit limit and/or the account exceeds the payment terms, HSL reserves the right to refuse Delivery; and	6.2 Subject to clause 6.2 it is HSL's responsibility to ensure that the Services start as soon as it is reasonably possible.	
(c)	the supply of Goods for accepted orders may be subject to availability and if, for any reason, Goods are not or cease to be available, HSL reserves the right to substitute comparable Goods (or components of the Goods) and vary the Price as per clause 5.2. In all such cases HSL will notify the Client in advance of any such substitution, and also reserves the right to place the Client's order and/or Services on hold, as per clause 6.2 until such time as HSL and the Client agree to such changes.	6.3 The Service's commencement date will be put back and the completion date extended by whatever time is reasonable in the event that HSL claims an extension of time (by giving the Client written notice) where completion is delayed by an event beyond HSL's control, including but not limited to any failure by the Client to:	
2.5	Any advice, recommendation, information, assistance or service provided by HSL in relation to Goods or Services supplied is given in good faith to the Client, or the Client's agent and is based on HSL's own knowledge and experience and shall be accepted without liability on the part of HSL. Where such advice or recommendations are not acted upon then HSL shall require the Client or their agent to authorise commencement of the Services in writing. HSL shall not be liable in any way whatsoever for any damages or losses that occur after any subsequent commencement of the Services.	(a) make a selection; or	
2.6	Dimensions and specifications contained or referred to in any agreement or in any publications maintained or issued by HSL are estimates only. Unless otherwise expressly agreed in writing by HSL, it is not a condition of any agreement that the Goods will correspond precisely with such dimensions and specifications, and customary or reasonable tolerances will be allowed.	(b) have the Worksite ready for the Services; or	
2.7	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.	(c) notify HSL that the Worksite is ready.	
3.	Errors and Omissions	6.4 Delivery ("Delivery") of the Goods is taken to occur at the time that HSL (or HSL's nominated carrier) delivers the Goods to the Client's nominated address even if the Client is not present at the address.	
3.1	The Client acknowledges and accepts that HSL shall, without prejudice, accept no liability in respect of any alleged or actual error(s) and/or omission(s):	6.5 At HSL's sole discretion the cost of Delivery is in addition to the Price. HSL may deliver the Goods/Services in separate instalments. Each separate instalment shall be invoiced and paid in accordance with the provisions in these terms and conditions.	
(a)	resulting from an inadvertent mistake made by HSL in the formation and/or administration of this Contract; and/or	6.6 Any time specified by HSL for Delivery of the Goods/Services is an estimate only and HSL 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 arrange the Goods/Services to be delivered at the time and place as was arranged between both parties. In the event that HSL is unable to supply the Goods/Services as agreed solely due to any action or inaction of the Client, then HSL shall be entitled to charge a reasonable fee for redelivery of the Services and/or storage of the Goods.	
(b)	contained in/omitted from any literature (hard copy and/or electronic) supplied by HSL in respect of the Services.		
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 willful misconduct of HSL, the Client shall not be entitled to treat this Contract as repudiated nor render it invalid.	7.	
4.	Change in Control	7.1 In the event the Client gives information relating to the Goods (including plans, specifications, measurements, quantities and other information provided by the Client):	
4.1	The Client shall give HSL 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 and contact phone or fax number/s, change of trustees or business practice). The Client shall be liable for any loss incurred by HSL as a result of the Client's failure to comply with this clause.	(a) it is the Client's responsibility to verify the accuracy of the information before the Client or HSL places an order based on the information. HSL accepts no responsibility for any loss, damages, or costs however resulting from the Client's failure to comply with this clause; and	
5.	Price and Payment	(b) HSL shall be entitled to rely on the accuracy of such information. The Client acknowledges and accepts that in the event that HSL shall deliver the Goods/Services to the Client is inaccurate, HSL accepts no responsibility for any loss, damages, or costs however resulting therefrom.	
5.1	At HSL's sole discretion the Price shall be either:	8.	
(a)	as indicated on any invoice provided by HSL to the Client; or	8.1 Risk of damage to, or loss, or deterioration of the Goods passes to the Client on Delivery and the Client must insure the Goods on or before Delivery.	
(b)	the Price as at the date of Delivery of the Goods/Services according to HSL's current price list; or	8.2 If any of the Goods are damaged or destroyed following Delivery but prior to ownership passing to the Client, HSL is entitled to receive all insurance proceeds payable for the Goods. The production of these terms and conditions by HSL is sufficient evidence of HSL's rights to receive the insurance proceeds without the need for any person dealing with HSL to make further enquiries.	
(c)	HSL's quoted price (subject to clause 5.2) which will be valid for the period stated in the quotation or otherwise for a period of twenty (20) days.	8.3 If the Client requests HSL to leave Goods outside HSL'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.	
5.2	HSL reserves the right to change the Price:	8.4 The Client warrants that the structure of the premises or equipment in or upon which the Goods are to be installed or erected is sound and will sustain the installation and work incidental thereto and HSL shall not be liable for any claims, demands, losses, damages, costs and expenses howsoever caused or arising should the premises or equipment be unable to accommodate the installation.	
(a)	if a variation to the Goods/Services which are to be supplied (including any applicable plans or specifications) is requested; or	8.5 HSL shall not be liable for any defect or damage where caused by outside agents. Where the Client requests HSL to repair such damage then HSL reserves the right to charge the Client for any costs incurred in rectifying such damage.	
(b)	where additional Services are required due to the discovery of hidden or identifiable difficulties (including, but not limited to, poor weather or adverse sub-soil water conditions, limitations to accessing the Worksite, safety considerations, prerequisite work by any third party not being completed, inaccurate structural measurements provided by the Client, change of design, iron reinforcing rods in concrete, or hidden pipes and wiring/cabling, the rapid deterioration or collapse of the host pipe during the course of the Services, or where the state or condition of the host pipe is worse than originally anticipated, the excavation of rock or rock-like substances, interruption during the relining process due to the unexpected use of the host pipe resulting in the possibility that the process will need to be aborted or as a result of dewatering being required due to permanent groundwater or any interruption to the	8.6 The Client acknowledges and accepts that the:	
		(a) HSL is only responsible for parts that are replaced/supplied by HSL and does not at any stage accept any liability in respect of components supplied by any other third party that subsequently fail and are found to be the source of the failure, the Client agrees to indemnify HSL against any loss or damage to the Goods/Services, or caused thereby, or any part thereof howsoever arising;	
		(b) the presence of plant or tree root growth and/or other blockages may indicate damaged pipe work and therefore where HSL is requested to merely clear such blockages, HSL can offer no	

Please note that a larger print version of these terms and conditions is available from HSL on request.

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	(e)	the Client irrevocably authorises HSL to enter any premises where HSL believes the Goods are kept and recover possession of the Goods;	17.3	The Client agrees that HSL may (at no cost) use for the purposes of marketing or entry into any competition, any IP which HSL has created for the Client, or digital media of the completed project.		(iv)	HSL has given written notice to the Client of its intention to suspend the carrying out of construction work under the construction Contract.
	(f)	HSL may recover possession of any Goods in transit whether or not Delivery has occurred;	17.4	Each party agrees to treat all information and ideas communicated to it (including any IP) by the other confidentially and agree not to divulge it to any third party, without the other party's written consent. The parties will not copy any such information supplied, and will either return it or destroy it (together with any copies thereof) on request of the other party.		(b)	if HSL suspends work, it:
	(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 HSL; and				(i)	is not in breach of Contract; and
	(h)	HSL may commence proceedings to recover the Price of the Goods sold notwithstanding that ownership of the Goods has not passed to the Client.	18.	Default and Consequences of Default		(ii)	is not liable for any loss or damage whatsoever suffered, or alleged to be suffered, by the Client or by any person claiming through the Client; and
			18.1	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 HSL's sole discretion such interest shall compound monthly at such a rate) after as well as before any judgment.		(iii)	is entitled to an extension of time to complete the Contract; and
12.		Personal Property Securities Act 1999 ("PPSA")	18.2	Against all costs and disbursements incurred by HSL in recovering the debt (including but not limited to internal administration fees, legal costs on a solicitor and own client basis, HSL's collection agency costs, and bank dishonour fees).		(iv)	keeps its rights under the Contract including the right to terminate the Contract; and may at any time lift the suspension, even if the amount has not been paid or an adjudicator's determination has not been complied with.
12.1		Upon assenting to these terms and conditions in writing the Client acknowledges and agrees that:		Further to any other rights or remedies HSL may have under this Contract, if a Client has made payment to HSL, 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 HSL under this clause 18 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. Without prejudice to HSL's other remedies at law HSL shall be entitled to cancel all or any part of any order of the Client which remains unfulfilled and all amounts owing to HSL shall, whether or not due for payment, become immediately payable if:		(c)	if HSL exercises the right to suspend work, the exercise of that right does not:
	(a)	these terms and conditions constitute a security agreement for the purposes of the PPSA; and	18.3	(a) any money payable to HSL becomes overdue, or in HSL's opinion the Client will be unable to make a payment when it falls due;		(i)	affect any rights that would otherwise have been available to HSL under the Contract and Commercial Law Act 2017; or
	(b)	a security interest is taken in all Goods that have previously been supplied and that will be supplied in the future by HSL to the Client, and the proceeds from such Goods as listed by HSL to the Client in invoices rendered from time to time.		(b) the Client has exceeded any applicable credit limit provided by HSL;		(ii)	enable the Client to exercise any rights that may otherwise have been available to the Client under that Act as a direct consequence of HSL suspending work under this provision;
12.2		The Client undertakes to:	18.4	(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		(d)	due to any act or omission by the Client, the Client effectively precludes HSL from continuing the Services or performing or complying with HSL's obligations under this Contract, then without prejudice to HSL's other rights and remedies, HSL may suspend the Services immediately after serving on the Client a written notice specifying the payment default or the act, omission or default upon which the suspension of the Services is based. All costs and expenses incurred by HSL as a result of such suspension and recommencement shall be payable by the Client as if they were a variation.
	(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 HSL may reasonably require to register a financing statement or financing change statement on the Personal Property Securities Register;		(d) a receiver, manager, liquidator (provisional or otherwise) or similar person is appointed in respect of the Client or any asset of the Client.	21.2		If pursuant to any right conferred by this Contract, HSL suspends the Services and the default that led to that suspension continues un-remedied subject to clause 19.1 for at least ten (10) working days, HSL shall be entitled to terminate the Contract, in accordance with clause 19.
	(b)	indemnify, and upon demand reimburse, HSL for all expenses incurred in registering a financing statement or financing change statement on the Personal Property Securities Register or releasing any Goods charged thereby;			22.		Service of Notices
	(c)	not register, or permit to be registered, a financing statement or a financing change statement in relation to the Goods or the proceeds of such Goods in favour of a third party without the prior written consent of HSL; and			22.1		Any written notice given under this Contract shall be deemed to have been given and received:
	(d)	immediately advise HSL of any material change in its business practices of selling the Goods which would result in a change in the nature of proceeds derived from such sales.				(a)	by handing the notice to the other party, in person;
12.3		HSL and the Client agree that nothing in sections 114(1)(a), 133 and 134 of the PPSA shall apply to these terms and conditions.	19.	Cancellation		(b)	by leaving it at the address of the other party as stated in this Contract;
12.4		The Client waives its rights as a debtor under sections 116, 120(2), 121, 125, 126, 127, 129, 131 of the PPSA.	19.1	Without prejudice to any other remedies HSL may have, if at any time the Client is in breach of any obligation (including those relating to payment) under these terms and conditions HSL may suspend or terminate the supply of Goods/Services to the Client. HSL will not be liable to the Client for any loss or damage the Client suffers because HSL has exercised its rights under this clause.		(c)	by sending it by registered post to the address of the other party as stated in this Contract;
12.5		Unless otherwise agreed to in writing by HSL, the Client waives its right to receive a verification statement in accordance with section 148 of the PPSA.		HSL may cancel any contract to which these terms and conditions apply or cancel Delivery of Goods/Services at any time before the Goods/Services are delivered by giving written notice to the Client. On giving such notice HSL shall repay to the Client any money paid by the Client for the Goods/Services. HSL shall not be liable for any loss or damage whatsoever arising from such cancellation.		(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;
12.6		The Client shall unconditionally ratify any actions taken by HSL under clauses 12.1 to 12.5.	19.2	In the event that the Client cancels Delivery of Goods/Services the Client shall be liable for any and all loss incurred (whether direct or indirect) by HSL as a direct result of the cancellation (including, but not limited to, any loss of profits).		(e)	if sent by email to the other party's last known email address.
12.7		Subject to any express provisions to the contrary (including those contained in this clause 12), nothing in these terms and conditions is intended to have the effect of contracting out of any of the provisions of the PPSA.	19.3	Cancellation of orders for Goods made to the Client's specifications, or for non-stockist items, will definitely not be accepted once production has commenced, or an order has been placed.	22.2		Any notice that is posted shall be deemed to have been served, unless the contrary is shown, at the time when by the ordinary course of post, the notice would have been delivered.
13.		Security and Charge	19.4	Privacy Policy			Trusts
13.1		In consideration of HSL agreeing to supply the Goods, 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.	20.	All emails, documents, images or other recorded information held or used by HSL is "Personal Information" as defined and referred to in clause 20.3 and therefore considered confidential. HSL 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 II of the OECD Guidelines as set out in the Act. HSL acknowledges that in the event it becomes aware of any data breaches and/or disclosure of the Client's Personal Information, held by HSL that may result in serious harm to the Client, HSL 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.	23.		If the Client at any time upon or subsequent to entering in to the Contract is acting in the capacity of trustee of any trust ("Trust") then whether or not HSL may have notice of the Trust, the Client covenants with HSL as follows:
13.2		The Client indemnifies HSL from and against all HSL's costs and disbursements including legal costs on a solicitor and own client basis incurred in exercising HSL's rights under this clause.	20.1	If the Client consents to HSL's use of Cookies on HSL's website and later wishes to withdraw that consent, the Client may manage and control HSL's privacy controls via the Client's web browser, including removing Cookies by deleting them from the browser history when exiting the site.	23.1		(a) the Contract extends to all rights of indemnity which the Client now or subsequently may have against the Trust and the trust fund;
13.3		The Client irrevocably appoints HSL and each director of HSL as the Client's true and lawful attorneys to perform all necessary acts to give effect to the provisions of this clause 13 including, but not limited to, signing any document on the Client's behalf.		The Client authorises HSL or HSL's agent to:		(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;
14.		Defects and Returns	20.2	(a) access, collect, retain and use any information about the Client; 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		(c)	the Client will not without consent in writing of HSL, HSL will not unreasonably withhold consent), cause, permit, or suffer to happen any of the following events:
14.1		The Client shall inspect the Goods on Delivery and shall within seven (7) days of Delivery (time being of the essence) notify HSL of any alleged defect, shortage in quantity, damage or failure to comply with the description or quote. The Client shall afford HSL an opportunity to inspect the Goods 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 shall be presumed to be free from any defect or damage. For defective Goods, which HSL has agreed in writing that the Client is entitled to reject, HSL's liability is limited to either (at HSL's discretion) replacing the Goods or repairing the Goods.		(b) for the purpose of marketing products and services to the Client.	24.		(i) the removal, replacement or retirement of the Client as trustee of the Trust;
14.2		Goods will not be accepted for return other than in accordance with 14.1 above.		(c) disclose information about the Client, whether collected by HSL from the Client directly or obtained by HSL 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.	24.1		(ii) any alteration to or variation of the terms of the Trust;
15.		Warranty	20.3	Where the Client is an individual the authorities under clause 20.3 are authorities or consents for the purposes of the Privacy Act 2020.	24.2		(iii) any advancement or distribution of capital of the Trust; or
15.1		Subject to the conditions of warranty set out in clause 15.2 HSL warrants that if any defect in any Goods manufactured or Services provided by HSL becomes apparent and is reported to HSL within three (3) months of the date of Delivery (time being of the essence) then HSL will either (at HSL's sole discretion) replace or remedy the defect.		The Client shall have the right to request (by e-mail) from HSL, a copy of the Personal Information about the Client retained by HSL and the right to request that HSL correct any incorrect Personal Information.	24.3		(iv) any resettlement of the trust property.
15.2		The conditions applicable to the warranty given by clause 15.1 are:	20.4	HSL 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.	24.4		General
	(a)	the warranty shall not cover any defect or damage which may be caused or partly caused by or arise through:	20.5	The Client can make a privacy complaint by contacting HSL via e-mail. HSL 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 .	24.5		Any dispute or difference arising as to the interpretation of these terms and conditions or as to any matter arising hereunder, shall be submitted to, and settled by, either adjudication in accordance with section 26 of the Construction Contracts Act 2002 and/or by arbitration in accordance with the Arbitration Act 1996 or its replacement(s).
	(i)	failure on the part of the Client to properly maintain any Goods or serviced item; or	20.6		24.6		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.
	(ii)	failure on the part of the Client to follow any instructions or guidelines provided by HSL; or			24.7		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 Auckland Courts of New Zealand.
	(iii)	any use of any Goods or serviced item otherwise than for any application specified on a quote or order form; or			24.8		Subject to the CGA, HSL 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 HSL of these terms and conditions (alternatively HSL's liability shall be limited to damages which under no circumstances shall exceed the Price of the Goods/Services).
	(iv)	the continued use of any Goods or serviced item after any defect becomes apparent or would have become apparent to a reasonably prudent operator or user; or			24.9		HSL may licence and/or assign all or any part of its rights and/or obligations under this Contract without the Client's consent.
	(v)	fair wear and tear, any accident or act of God.			24.10		The Client cannot licence or assign without the written approval of HSL.
	(b)	the warranty shall cease and HSL shall thereafter in no circumstances be liable under the terms of the warranty if the defect is repaired, altered or overhauled without HSL's consent.					HSL 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 HSL's sub-contractors without the authority of HSL.
	(c)	in respect of all claims HSL shall not be liable to compensate the Client for any delay in either replacing or remedying the defective Goods or Services or in properly assessing the Client's claim.					The Client agrees that HSL 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 HSL to provide Goods/Services to the Client.
15.3		For Goods not manufactured by HSL, the warranty shall be the current warranty provided by the manufacturer of the Goods. HSL 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.					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 border 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 HSL.
16.		Consumer Guarantees Act 1993					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.
16.1		If the Client is acquiring Goods for the purposes of a trade or business, the Client acknowledges that the provisions of the Consumer Guarantees Act 1993 ("CGA") do not apply to the supply of Goods by HSL to the Client.					
17.		Intellectual Property and Confidentiality					
17.1		Where HSL has designed, drawn or developed Goods for the Client, including specifications, other technical information and documents ("IP"), then the copyright in the IP shall remain the property of HSL. HSL grants the Client a non-exclusive and non-transferable licence for the use of the IP (solely in relation to the operation of the Client's own business and this Contract), and:	21.	Suspension of Services			
	(a)	the licence to use the IP shall immediately be withdrawn if the Client is in breach of any obligation (including those relating to payment) under these terms and conditions. In which case, the IP (including copies) must be immediately returned to HSL by the Client; and	21.1	Where the Contract is subject to section 24A of the Construction Contracts Act 2002, the Client hereby expressly acknowledges that:			
	(b)	the Client agrees that they shall not, without HSL's prior written consent, supply the IP (and any particulars thereof) to any third party.		(a) HSL has the right to suspend work within five (5) working days of written notice of its intent to do so if a payment claim is served on the Client, and:			
17.2		The Client warrants that all designs, specifications or instructions given to HSL will not cause HSL to infringe any patent, registered design or trademark in the execution of the Client's order and the Client agrees to indemnify HSL against any action taken by a third party against HSL in respect of any such infringement.				(i)	the payment is not paid in full by the due date for payment in accordance with clause 5.5 and/or any subsequent amendments or new legislation and no payment schedule has been given by the Client; or
						(ii)	a scheduled amount stated in a payment schedule issued by the Client in relation to the payment claim is not paid in full by the due date for its payment; or
						(iii)	the Client has not complied with an adjudicator's notice that the Client must pay an amount to HSL by a particular date; and