

HIREWAYS LIMITED - TERMS AND CONDITIONS OF HIRE

Version 8:
Updated 31.10.2022

- Definitions**
 - CGA means the Consumer Guarantees Act 1993.
 - "Contract" means the terms and conditions contained herein, together with any quotation, order, invoice or other document or amendments expressed or implied to be supplemental to these terms and conditions.
 - "Cookies" means small files which are stored on a user's computer. They are designed to hold a modest amount of data specific to a particular client and website and can be accessed either by the web server or the client's computer.
 - "Customer" means the person, entity or any person acting on behalf of and with the authority of the Customer requesting the provision of the Equipment from Hireways as specified in any quotation, order, invoice or other document.
 - (a) if there is more than one Customer, it is a reference to each Customer jointly and severally; and
 - (b) if the Customer is a partnership, it shall bind each partner jointly and severally; and
 - (c) if the Customer is a part of a Trust, shall be bound in their capacity as a trustee; and
 - (d) includes the Customer's executors, administrators, successors and permitted assigns.
 - Delivery means delivery of the Equipment in accordance with clause 6.1.
 - "Equipment" means all equipment, vehicles and accessories supplied on hire by Hireways to the Customer (and where the context so permits shall include any supply of services relating to the hire of such equipment). The Equipment shall be as described on the invoice(s), quotation, authority to hire, or any other work authorisation form provided by Hireways to the Customer.
 - "Hire Period" means the period commencing at Delivery or the time the Equipment is collected by the Customer from Hireways' premises (as applicable) and ending upon Return or the date by which the Contract requires Equipment to be returned, whichever occurs later.
 - "Hireways" means Hireways Limited, its successors and assigns or any person acting on behalf of and with the authority of Hireways Limited.
 - Personal Information means the information referred to in the Privacy Act 2020.
 - "PPSA" means the Personal Property Securities Act 1999.
 - "Price" means the price payable for the Equipment hire (plus any Goods and Services Tax ("GST") where applicable) as agreed between Hireways and the Customer in accordance with clause 6 below.
 - "Return" means return of the Equipment in accordance with clause 8.2.
 - "Risk Period" means the period commencing at Delivery and ending when the Equipment is collected by the Customer from Hireways' premises (as applicable) and ending upon Return.
 - "Trade Customers" are only those Customer's whose Hireways has agreed is currently entitled to trade credit terms.
 - "Vehicle" shall mean any vehicle (including but not limited to either light or heavy trucks) supplied on hire by Hireways to the Customer, as described in the Contract.
- Acceptance**
 - By placing an order for or accepting delivery of the Equipment, the Customer accepts and agrees to be bound by these terms and conditions.
 - In the event of any inconsistency between the terms of this Contract and any other prior document or schedule that the parties have agreed to, the terms of this Contract shall prevail.
 - Any amended terms of this Contract must be agreed to in writing by both parties.
 - The Customer acknowledges that Hireways will not supply the Equipment on credit unless the Customer has completed a credit application that has been approved by Hireways and a credit limit has been established for the Customer.
 - If the Customer orders hire of Equipment in excess of the Customer's credit limit and/or not in compliance with Hireways' payment terms, Hireways reserves the right to refuse part or all of that excess hire.
 - None of Hireways' agents or representatives are authorised to make any representations, statements, conditions or agreements not expressed by the manager of Hireways in writing, nor is Hireways bound by any such representations, statements, conditions or agreements.
 - The parties agree that any party may sign this agreement by electronic means. If a party signs this agreement by electronic means, that party represents and warrants to the other party that the form of the electronic signature is consistent with the presumptions set out in section 22B(1) of the Contract and Commercial Law Act 2017.
 - Authorised Representatives**
 - The Customer acknowledges that Hireways shall, (for the duration of the Hire Period) liaise directly with one (1) authorised representative, and that once introduced as such to Hireways, that person shall have the full authority of the Customer in writing, contact phone or fax number, to request any variation thereto on the Customer's behalf. The Customer accepts that they will be solely liable to Hireways for all additional costs incurred by Hireways (including reduction in Hireways' rates) in providing any Equipment or variation requested by the Customer's duly authorised representative.
 - Errors and Omissions**
 - The Customer acknowledges and accepts that Hireways shall, without prejudice, accept no liability in respect of any alleged or actual errors or omissions in the information provided to Hireways (a) resulting from an inadvertent mistake made by Hireways in the formation and/or administration of this Contract; and/or (b) contained in any hard copy and/or electronic (hard copy and/or electronic) supplied by Hireways in respect of the Equipment.
 - If an error and/or omission occurs in accordance with clause 4.1, and is not attributable to the negligence and/or willful misconduct of Hireways, the Customer shall not be entitled to treat this contract as rescinded nor render it invalid.
 - Change in Control**
 - The Customer shall give Hireways not less than fourteen (14) days' prior written notice of any proposed change in control of the Customer and/or any other change in the Customer's details (including but not limited to changes in the Customer's name, address, contact phone or fax number, change of trustees, or business practice). The Customer shall be liable for any loss incurred by Hireways as a result of the Customer's failure to comply with this clause.
 - For the purposes of this clause, a person shall include any other person if the first person possesses, directly or indirectly, the power to appoint a majority of the directors of the second person, or to otherwise direct or cause the direction of the management, policies or powers of the second person, whether through the ownership of voting securities, by contract or otherwise.
 - Price and Payment**
 - Subject to clause 6.1, the Price shall be:
 - (a) the price recorded on a quotation provided to the Customer in respect of such Equipment, provided that a site inspection has been completed, and that the Customer accepted the quotation in writing within thirty (30) days;
 - (b) as indicated on any invoice provided by Hireways to the Customer in respect of such Equipment; or
 - (c) the price of such Equipment according to Hireways' current Price list as at the date of delivery of the Equipment, if clauses 6.1(a) and 6.1(b) do not apply.
 - Hireways reserves the right to charge:
 - (a) if the Customer requests a variation to the Equipment; or
 - (b) in the event of increases to Hireways in the cost of labour or materials, or fluctuations in currency exchange rates, which change rates which are not reflected in the Price.
 - Any variation to Price in accordance with clause 6.2 will be detailed and notified in writing to the Customer by Hireways. If the Customer does not dispute the variation within ten (10) working days of receiving notice of the variation, it is deemed to have accepted the variation. Payment for all variations must be made in full at the time of their completion.
 - Deposit**
 - The Customer must pay a non-refundable deposit of 10% of the total price upon confirmation of an order for Equipment hire.
 - Payment**
 - The balance of the Price must be paid as follows, time being of the essence:
 - (a) for Trade Customers, prior to the Customer picking up the Equipment, or Delivery; or
 - (b) for all other Customers, on the date of Return, or within seven (7) days of the commencement of the relevant Hire Period, whichever is earlier.
 - The Period is extended to more than seven (7) days when the hire charge is payable at the end of each seven (7) day period in respect of the prior seven (7) days and at the end of the Hire Period in respect of the period not previously paid.
 - Payment will be made by cheque, electronic line banking (EFTPOS, Farnamcard (if applicable) or by any other method as agreed to between the Customer and Hireways.
 - Refundable Bond**
 - A refundable bond is payable for Equipment provided on hire and will be refunded if the Equipment is returned in good order and working condition. If the Equipment returned is unclean, missing items, stained, or damaged in any way, the bond will be retained by Hireways to the extent required to cover the Hireways' costs. The refundable bond, or any retained part of it, will be processed within twenty-eight (28) days of the return of the Equipment.
 - The Customer shall not be entitled to set off against, or deduct from the Price, any sums owed or claimed to be owed by Hireways nor to withhold payment of any invoice because part of that invoice is in dispute.
 - Hireways may in its discretion allocate any payment received from the Customer towards any invoice that Hireways determines and may do so at the time of receipt or at any time afterwards. On any default by the Customer or Hireways may reallocate any payments previously received and allocated. In the absence of any payment allocation by Hireways, payment will be deemed to be allocated in such manner as preserves the maximum value of Hireways' Purchase Money Security Interest in the Equipment in accordance with the PPSA in the event of default.
 - The Customer acknowledges and agrees that the Customer's obligations to Hireways for the supply of Equipment on hire shall not cease until:
 - (a) the Customer's all amount owing for the hire of the Equipment; and
 - (b) the Customer has met all other obligations due by the Customer to Hireways in respect of all contracts between Hireways and the Customer.
 - Receipt by Hireways of payment in any form of cash shall not be deemed to be payment until that form of payment has been honoured, cleared or recognised.
 - GST and other taxes and duties that may be applicable shall be added to the Price except when they are expressly excluded in the Price.
 - The Customer accepts and agrees Hireways has right of recovery, and in the event of a liquidation where payments have been made in accordance with normal business practice and as set out herein, such payment shall not be regarded as preferential.
 - Hire Period**
 - The total Price payable for the hire of Equipment shall be calculated by reference to the Hire Period.
 - If the Equipment is not returned to Hireways' premises on or before the date by which the Contract requires Equipment to be returned, additional hiring charges shall be payable.
 - The business daily rate applies to and is chargeable for each (6) six hour period of hire. Extra hours of hire will be charged additional, pro rata at the agreed rate.
 - The 24hr daily rate applies to and is chargeable for each 24 hour period of hire. Extra hours of hire will be charged additional, pro rata at the agreed rate.
 - The weekly rate applies to and is chargeable for hire with duration of 7 days or / consecutive 24 hour periods. Extra days of hire will be charged additional, pro rata at the weekly rate.
 - The monthly rate applies to and is chargeable for hire with a minimum of 29 days. Extra days of hire will be charged additional, pro rata at the monthly rate.
 - Where an hour of hire is not mounted on a meter, Hireways may determine the hire charge, hour charges shall be calculated to the nearest half hour above the visual reading on the meter's. Where the recording device is found to be working either during or at the completion of the Hire Period, Hireways shall estimate the hours used and the onus is on the Customer to prove otherwise if it disagrees with the estimate.
 - Should Hireways agree with the Customer to deliver and collect the Equipment, hire charges shall commence from the time the Equipment is delivered to the Customer and will be notified by the Customer that the Equipment is available for collection. Notification shall constitute suspension of hire, providing notification is given to the Customer in time for the Equipment to be picked up and returned to Hireways' premises by the end of the Hire Period. In the event of a late return, the required return time is no later than 5.30 p.m. on weekdays, or by arrangement weekends or Public Holidays. In the event of insufficient notice is given the Customer may at Hireways' discretion be charged an extra 6 hours of hire.
 - Where the Equipment will be made for hire for which the Equipment is not in use for any reason during the Hire Period, unless prior special arrangements are confirmed in writing by Hireways. In the event of Equipment breakdown provided the Customer notifies Hireways immediately and the number of hours that the Equipment will not be payable during the Hire Period, unless the condition is due to negligence or misuse on the part of or attributable to the Customer.
 - Delivery and Return**
 - Delivery of the Equipment is taken to occur at the time that Hireways (or Hireways' nominated carrier) delivers the Equipment to the Customer's nominated address (including instalment and issue of a hand-over certificate, if applicable), even if the Customer is not present at the address. In the event the Customer or a representative thereof is not present at the time of Delivery, Hireways' delivery docket remains prima facie evidence of Delivery.
 - Return of the Equipment is taken to occur when the Equipment has been accepted by Hireways, as evidenced by the Customer's signature on the Equipment's delivery docket. In the event of Transport, the Equipment returned shall be counted in Hireways' yard and the off-hire docket issued to the Customer shall be conclusive proof of the Return of the quantities of Equipment listed therein, but not of its condition at the time of Return. If Hireways collects the Equipment, it will be checked out and returned to Hireways' yard in both cases. Hireways' yard at the time of Hireways' yard for quantity and condition will be the only legal proof of the quantity and condition of Equipment returned.
 - Unless otherwise agreed to by Hireways, a request made by the Customer for Hireways to collect the Equipment must be made in writing and received by Hireways at least three (3) business days prior to the requested date of collection, and:
 - (a) loading of the Equipment collected by Hireways into Hireways' Transport is the responsibility of the Customer; and
 - (b) Hireways reserves the right to charge the Customer additional amounts for the cost of Equipment hire (and the cost of labour) incurred for any collection of Equipment requested at an earlier date than had been agreed between the parties.
 - Unless otherwise agreed to by Hireways, the parties shall provide (as the Customer's agent) transport of the Equipment to and from the site, and transport charges (including loading equipment):
 - (a) if at the sole discretion of Hireways, be in addition to the Price, unless otherwise specified;
 - (b) are quoted on the basis of delivery and collection of the Equipment of a full load; small loads, or partial loads, or loss of load, or damage to the equipment, however caused, shall be charged to the Customer; and
 - (c) allow for a maximum of ninety (90) minutes loading or unloading time per visit to the site during Hireways' normal business hours; delivery and collection of the Equipment (including waiting time for outside Hireways' premises) shall be included in the price.
 - Hireways may deliver the Equipment in separate instalments. Each separate instalment shall be invoiced and paid in accordance with the Contract.
 - Any equipment delivered by Hireways to the Customer is an estimate only and Hireways will not be liable for any loss or damage incurred by the Customer as a result of Delivery being late. Both parties agree that they shall make every endeavour to enable the Equipment to be supplied at the time and place as was arranged between both parties. If Hireways is unable to complete Delivery as agreed solely due to any action or inaction of the Customer, then Hireways shall be entitled to charge a reasonable fee for completing Delivery at a later time and date.
 - The Customer shall at all times ensure that Hireways has clear and free access to the Customer's nominated address to enable Hireways to complete Delivery and/or collect the Equipment. The Customer shall be responsible for all other expenses and costs incurred by Hireways due to delays in access to the Equipment, including all lost hire fees associated with the Equipment being unavailable. Hireways shall not be liable for any loss or damage to the Customer's property (including, without limitation, damage to pathways, driveways and concrete or paved or grassed areas), unless due to the negligence of Hireways.
 - Unless otherwise agreed to by Hireways, Hireways then Hireways or Hireways' agent may enter upon and into land and premises owned, occupied or used by the Customer, or any premises where the Equipment is situated as the invitee of the Customer and take possession of the Equipment and be held responsible for any damage thereby caused.
 - Risk to Equipment**
 - Risk of damage to or loss of the Equipment passes to the Customer at commencement of the Risk Period and passes back to Hireways on ending of the Risk Period. During the Risk Period the Customer accepts liability for loss or damage to the Equipment, however 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 Customer. The cost of any replacement or repairs resulting from loss or damage will be charged to and payable by the Customer.
 - The Customer shall immediately notify Hireways of any loss or damage to the Equipment and shall forthwith any reasonable request by Hireways relating to Hireways' enquiries into the loss and/or damage to the Equipment.
 - Unless Hireways (at its discretion) determines otherwise, the Customer will be offered the cover of Hireways' insurance in respect of the Equipment for the Risk Period, for an additional fee equal to ten percent (10%) of the total Price payable for the hire of Equipment. Should the Customer accept this offer and pay such additional fee, clauses 9.4 shall not apply.
 - During the Risk Period, the Customer will insure 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 insurance cover against such damage or injury to property arising out of the Equipment. The Customer will ensure that Hireways' interest in the Equipment is noted on all such insurance policies. The Customer will provide Hireways with copies of all such insurance policies in a prompt and timely fashion.
 - If any of the Equipment is damaged or destroyed during the Risk Period, Hireways is entitled to receive all insurance proceeds payable for the Equipment. The production of this Contract by the Customer shall not constitute an admission of liability or acceptance of a claim from a policy purchased by the Customer without the need for any further enquiries to be made.
 - The Customer will not use the Equipment nor permit it to be used in such a manner as would permit an insuring policy to be voided.
 - If the Customer requests Hireways to leave Equipment outside Hireways' premises for collection or to deliver the Equipment to an unattended location, then such Equipment shall be at the Customer's sole risk.
 - Personal Property Securities Act 1999**
 - The Customer acknowledges and agrees that:
 - (a) these terms and conditions constitute a security agreement for the purposes of the PPSA where the term of hire is for an indefinite term or is a term that could exceed a twelve month contract; and
 - (b) a security interest is taken in all Equipment and any proceeds thereof to secure payment of all money owed by the Customer to Hireways.
 - The Customer 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 Hireways may reasonably require to register a financing statement or financing charge statement on the Personal Property Securities Register;
 - (b) indemnify, and upon demand reimburse, Hireways for all expenses incurred in registering and maintaining such statement or financing charge statement on the Personal Property Securities Register or releasing any Equipment charged thereby; and
 - (c) not register, or permit to be registered, a financing statement or a financing charge statement in respect of the Equipment in favour of a third party without the prior written consent of Hireways.
 - Hireways and the Customer agree that nothing in sections 114(1)(a) (notice of sale of collateral), 133 (debtor's right of redemption) or 134 (debtor's right of redemption on reinstatement of security agreement) of the PPSA shall apply to these terms and conditions.
 - The Customer warrants its rights as a debtor to:
 - (a) receive a statement of account under 131;
 - (b) give notice to the secured party of its proposal to retain collateral under section 120(2);
 - (c) object to the secured party's proposal to retain under section 121;
 - (d) not have goods damaged when a secured party removes an accession under section 125; or
 - (e) be reimbursed for damage caused when a secured party removes an accession under section 126;
 - (f) refuse permission to remove an accession under section 127;
 - (g) give notice of objection to the removal of an accession under section 129; and
 - (h) redeem any secured Equipment under section 131.
 - If the Customer otherwise agreed to in writing by Hireways, the Customer warrants its right to receive a verification statement in accordance with section 148 of the PPSA.
 - The Customer shall unconditionally ratify any actions taken by Hireways in accordance with clauses 10.1 to 10.7.
 - Security and Charge**
 - In consideration of Hireways agreeing to supply the Equipment, the Customer charges all of its rights, title and interest (whether joint or several) in any land, realty or other assets capable of being charged, owned or controlled by the Customer, to Hireways as security for the performance of the Customer's obligations under these terms and conditions (including, but not limited to, the payment of any money).
 - The Customer indemnifies Hireways from and against all Hireways' costs and disbursements and legal fees in respect of Hireways' performance of its obligations to give effect to the provisions of this clause 11.
 - The Customer irrevocably appoints Hireways and each director of Hireways as the Customer's legal and lawful agent to execute all necessary acts to give effect to the provisions of this clause 11 including, but not limited to, signing any document on the Customer's behalf.
 - Consumer Guarantees Act 1993**
 - This Contract is subject to the provisions of the CGA in all cases except where the Customer is a Trade Customer.
 - If the Customer hires or holds itself out as hiring the Equipment for the purposes of a business or in a way that Hireways is not ordinarily used by a consumer (as defined in the CGA); or acquires or holds itself out as acquiring or holding the Equipment for the purposes of a business or in a way that acquires any consumables which are not ordinarily required by a consumer, then the Customer agrees to the following terms:
 - (a) the conditions of the contract and guarantees set out in the Contract and Commercial Law Act 2017 and the CGA or implied by the common law will not apply and are excluded from this Contract and in particular no warranty is made by Hireways concerning the performance and condition of the Equipment or the fitness of the equipment for the purposes of the contract;
 - (b) the Customer may not claim on any remedies set out in the CGA from Hireways or a manufacturer of the Equipment or consumables or from any manufacturer of the components or parts in the Equipment or consumables;
 - (c) Hireways' liability shall be limited to replacement or repair (at Hireways' option) of any Equipment or consumables it considered upon inspection to be defective.
 - Defects**
 - The Customer shall inspect the Equipment upon Delivery or at the time the Equipment is collected by the Customer from Hireways' premises (as applicable) and shall notify Hireways of any alleged defect, shortage in quantity, damage or failure to comply with the description or quote at that time. The Customer shall afford Hireways an opportunity to inspect the Equipment within a reasonable time following Delivery. Hireways shall not be liable for any defect, shortage or failure to comply with the description, if the Customer shall fail to comply with these provisions the Equipment shall be presumed to be free from any defect or damage. For defective Equipment, which Hireways has agreed to repair, the Customer's liability shall be limited to the cost of repair (at Hireways' discretion) replacing the Equipment or repairing the Equipment.
 - Equipment will not be accepted for return for any reason other than those specified in clause 13.1.
 - The Customer shall not be liable for any normal termination of Equipment hire in accordance with the full terms and conditions herein.
 - Liability**
 - Hireways shall be under no liability whatsoever to the Customer for any indirect and/or consequential loss or damage (including loss of profit) suffered by the Customer arising out of a breach by Hireways of these terms and conditions. This exclusion of liability includes but is not limited to, consequential loss or damage caused or arising from breakdown of the Equipment, delays in manufacturing or delivery, faulty installation, unreliable use, negligence (including a failure to do something that may have prevented a failure) fault, design, specification and design, faulty material, equipment or component parts in the Equipment or consumables. The exclusion also includes costs incurred in returning the Equipment or consumables to Hireways or to any manufacturer.
 - Hireways' liability to the Customer in respect of any order for Equipment shall be limited to damages which under no circumstances shall exceed the Price of that order.
 - In the event of "wet hire" of the Equipment the operator of the Equipment remains an employee of Hireways and operates the Equipment in accordance with the Customer's instructions. As such, Hireways shall not be liable for any actions of the operator in following the Customer's instructions.
 - The Customer accepts full responsibility for and shall keep Hireways indemnified against all liability in respect of all actions, proceedings, claims, damages, costs and expenses in respect of any injury to property arising out of the use of the Equipment, including but not limited to the Risk Period however arising and whether or not arising from any negligence, failure or omission of the Customer or any other persons.
 - Warranty**
 - Unless permitted by statute, no warranty is given by Hireways as to the quality or suitability of the Equipment for any purpose and any implied warranty, is expressly excluded.
 - Customer's Responsibilities**
 - Without limiting any other clause of the Contract, the Customer shall:
 - (a) notify Hireways immediately by telephone of the full circumstances of any mechanical breakdown or accident the Customer is not absolved from the requirements to safeguard the Equipment by giving such notification;
 - (b) use the Equipment properly and for the purpose for which it was designed, acknowledging that Hireways gives no warranty as to the performance of the Equipment or its components;
 - (c) ensure only competent and qualified drivers and operators are given charge of the Equipment while in the Customer's possession;
 - (d) ensure that the equipment is maintained and operating adjustments and for any damage occurring due to overloading mistakes or neglect in handling, operation etc. during the Risk Period;
 - (e) keep the equipment clean and keep the Equipment in good and substantial repair and conduct and proper working order and pay all costs for replacements or repair required due to theft accident loss or otherwise during the Risk Period, provided the Customer was not negligent in causing or contributing to the loss or damage; and
 - (f) provide all petrol, fuel, oil, cleaning and other materials and labour required for the operation, maintenance and cleaning of the Equipment as approved by Hireways shall be used; and
 - (g) check fuel and oil and other levels every day before starting up the Equipment;
 - (h) not alter or make any additions to the Equipment including but without limitation altering, making any additions to, defacing or erasing any identifying mark, plate or number on or in the Equipment;
 - (i) not accept full responsibility associated with any costs or liability due to the Equipment obstructing any person's, being in a location that it shouldn't be or if the equipment or Hireways' agents, servants or contractors cause or incur any loss or damage to the Equipment is in the custody of the Customer;
 - (j) forthwith on request by Hireways advise Hireways of the whereabouts of the equipment and the Hireways' agents, servants or contractors cause or incur any loss or damage to the equipment
 - Intellectual Property**
 - Where Hireways has designed, drawn or developed the Equipment or any other equipment, tools or machinery, all intellectual and industrial property rights and interests in those designs, drawings and documents are reserved to Hireways and all amounts and all amounts owned, circumstances may such designs, drawings or documents be used without the express written approval of Hireways.
 - The Customer acknowledges that all designs, specifications or instructions given to Hireways will not cause Hireways to infringe the intellectual property rights of any third party in the execution of the Customer's order.
 - The Customer agrees to indemnify and hold harmless Hireways for any and all costs incurred by Hireways, directly or indirectly, including reasonable legal costs, arising out of any breach of the warranty in clause 17.2.
 - For the avoidance of doubt, the Customer agrees that Hireways may (at no cost) use for any purpose any documents, designs, drawings or equipment which Hireways has created for the Customer, including, without limitation, marketing or entry into any competition.
 - Default and Consequences of Default**
 - Interest on overdue invoices shall accrue daily from the date when payment becomes due, until the amount of the overdue invoice and half pence (2.5%) per annum (including but not limited to Hireways' sole discretion such interest shall compound monthly at such a rate) after as well as before any judgment.
 - The Customer indemnifies Hireways from and against all costs and disbursements incurred by Hireways in recovering any overdue debt from the Customer (including but not limited to internal administration fees, legal costs on a solicitor and own client basis, Hireways' collection agency costs, and bank dishonour fees).
 - Further to any other clause of this Contract, if a Customer has made payment to Hireways, and the transaction is subsequently reversed, the Customer shall be liable for the amount of the reversed transaction, in addition to any further costs incurred by Hireways under this clause 18, where it can be proven that such reversal is found to be illegal, fraudulent or in contravention to the Customer's obligations under this Contract.
 - Without prejudice to Hireways' other remedies at law Hireways shall be entitled to cancel all or any part of the Customer's orders, drawings or equipment which Hireways has created for the Customer, shall, whether or not due for payment, become immediately payable to Hireways:
 - (a) any money payable to Hireways becomes overdue, or in Hireways' opinion the Customer will be unable to make a payment when it falls due;
 - (b) the Customer has exceeded any applicable credit limit provided by Hireways;
 - (c) the Customer 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) a receiver, manager, liquidator (provisional or otherwise) or similar person is appointed in respect of the Customer or any asset of the Customer.
 - Cancellation**
 - Without prejudice to any other remedies Hireways may have, if at any time the Customer is in breach of any obligation (including those relating to payment) under these terms and conditions Hireways may suspend or terminate the supply of Equipment to the Customer and/or cancel this Contract. Hireways will not be liable to the Customer for any loss or damage the Customer suffers as a result of any such cancellation.
 - Hireways may cancel any order for Equipment at any time before Delivery or collection by the Customer (as applicable) by giving written notice to the Customer. On giving such notice Hireways shall be liable for the cost of the Equipment (including the deposit), but not for any loss or damage whatsoever arising from such cancellation.
 - The Customer agrees that any order for Equipment of the Contract, the Customer shall be liable for any and all loss incurred (whether direct or indirect) by Hireways as a direct result of the cancellation (including, but not limited to, any loss of profits).
 - Service of Notices**
 - Any written notice given under this Contract shall be deemed to have been given and received:
 - (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; or
 - (d) by sending it by email to the address of the other party as stated in this Contract.
 - 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.
 - Trust**
 - If the Customer 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 Hireways may have notice of the Trust, the Customer covenants with Hireways as follows:
 - (a) the Customer has the right to be fully indemnified out of the assets of the Trust and the trust fund in respect of any liability or loss incurred by the Customer under this Contract;
 - (b) the Customer 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 breach away the right of indemnity of the Customer in respect of the Trust or the trust fund;
 - (c) the Customer will not release the right of indemnity or commit any act of fraud or be a party to any other action which might prejudice that right of indemnity; and
 - (d) the Customer will not consent to any variation of the terms of the Trust (including the unreasonably withheld), cause, permit, or suffer to happen any of the following events:
 - (i) the removal, replacement or retirement of the Customer as trustee of the Trust;
 - (ii) any alteration to the terms of the Trust;
 - (iii) any agreement or distribution of capital of the Trust; or
 - (iv) any resettlement of the trust property.
 - Signatory's Warranty As to Agency From Customer**
 - Where the Contract is signed by a person on behalf of the Customer (but the signatory is not the Customer named in the Contract) then the following provisions shall take effect:
 - (a) the person signing the Contract warrants to Hireways that he or she has the full authority of the Customer to enter into this Contract; and
 - (b) the person signing the Contract warrants to Hireways that the signatory shall remain personally liable hereunder until all obligations of the Customer have been fully met or any monies due hereunder by the Customer to Hireways; and
 - (c) the person signing the Contract warrants to Hireways that the Customer acknowledges that Hireways enters into this Contract in reliance upon the warranty given in clause 22.1(a) and the acknowledgement of personal liability set out in clause 22.1(b) hereof.
 - General**
 - The parties 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 remaining provisions shall not be affected, prejudiced or impaired.
 - The Contract shall be governed by the laws of New Zealand and are subject to the jurisdiction of the courts of New Zealand.
 - The Customer shall assign all or any part of its rights and/or obligations under this Contract without the written approval of Hireways.
 - Hireways may elect to subcontract any part of the Services but shall not be relieved from any liability or obligation under this Contract by so doing. The Customer agrees and understands that they have no authority to give any instruction to any of Hireways' sub-contractors without the authority of Hireways.
 - The Customer agrees that Hireways may amend these terms and conditions by disclosing such changes to the Customer and providing that the changes are provided to take effect from the date on which the Customer accepts such changes, or otherwise at such time as the Customer makes a further request for Hireways to provide Equipment to the Customer, whichever is earlier.
 - Neither party shall be liable for any default due to any act of God, war, terrorism, strike, lock-out, industrial action, fire, flood, storm or other event beyond the reasonable control of either party.
 - 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 the parties.
 - Privacy Policy**
 - This Privacy Policy describes the way in which personal information about the Customer is collected and used. By engaging with Hireways, the Customer accepts the terms of this Privacy Policy. Hireways respects the Customer's privacy and will always operate in accordance with the Privacy Act 2020.
 - Hireways collects, retains and uses the following personal information from the Customer:
 - contact details for the Customer including name, address, date of birth, occupation, driver's license details, email address, social media details, medical insurance details or next of kin and other contact information (where applicable);
 - information disclosed through third parties such as previous credit applications, credit history or any overdue fines balance information held by the Ministry of Justice; and
 - that which is collected through Cookies (where transactions for orders transferred directly to Hireways through Hireways' website) including details of the Customer's IP address, browser, website usage and website traffic.
 - Hireways agrees to display reference to Cookies and/or similar tracking technologies, such as those used to enhance the navigation and use of the website and to improve the Customer's experience, to disable the collection of personal information by way of Cookies, the Customer can select the option to disable that is provided on the website prior to proceeding with an order via Hireways' website.
 - Hireways collects the listed personal information from the Customer for the purpose of:
 - contacting the Customer;
 - assessing the Customer's creditworthiness;
 - analyse how the Customer uses the website;
 - improve the content of our website; and
 - marketing products and services to the Customer.
 - Hireways may disclose personal information about the Customer, whether collected by Hireways from the Customer directly or obtained by Hireways from any other source, to any other credit provider or any credit reporting agency for the purposes of providing or obtaining a credit facility to the Customer.
 - Hireways may disclose information about the Customer, whether collected by Hireways from the Customer and/or any guarantor's directly or obtained by Hireways from any other source, to any financier, and its financier's agents or contractors, which agreed to finance the financing of the Customer and/or any guarantor's where the Financier has an interest in the Equipment.
 - Except as specified herein, the personal information that Hireways collects will only be available to Hireways' employees or contractors.
 - The Customer shall have the right to request Hireways for a copy of the personal information about the Customer retained by Hireways and the right to request Hireways to correct any incorrect personal information about the Customer held by Hireways.

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