

CREDIT ACCOUNT APPLICATION

To Be Completed By Applicants - Please complete all sections and read the Terms and Conditions of Trade overleaf or attached.

Client's Details: <input type="checkbox"/> Individual <input type="checkbox"/> Sole Trader <input type="checkbox"/> Trust <input type="checkbox"/> Partnership <input type="checkbox"/> Company <input type="checkbox"/> Other:				
Full or Legal Name:				
Trading Name: <i>(If different from above)</i>				
Physical Address:				Postcode:
Billing Address:				Postcode:
Email Address:				
Phone No:		Fax No:		Mobile No:
Personal Details: <i>(please complete if you are an Individual)</i>				
D.O.B.			Driver's Licence No:	
Business Details: <i>(please complete if you are a Sole Trader, Trust, Partnership, Company or Other – as specified)</i>				
Company Number:			Date Incorp. <i>(current owners):</i>	
Nature of Business:				GST No: <i>(if applicable)</i>
Paid Up Capital: \$		Estimated Monthly Purchases: \$		Credit Limit Required: \$
Principal Place of Business is: <input type="checkbox"/> Rented <input type="checkbox"/> Owned <input type="checkbox"/> Mortgaged <i>(to whom):</i>				
Directors / Owners / Trustee <i>(if more than two, please attach a separate sheet)</i>				
(1) Full Name:				D.O.B.
Private Address:				Postcode:
Driver's Licence No:		Phone No:		Mobile No:
(2) Full Name:				D.O.B.
Private Address:				Postcode:
Driver's Licence No:		Phone No:		Mobile No:
Account Terms: 20 Days from month end NB: All accounts are emailed				
Purchasing Contact:			Phone No:	
Purchasing Email:				
Accounts Contact:			Phone No:	
Accounts Email:				
Bank and Branch:				Account No:
Trade References: <i>(please provide companies that are willing to do trade references)</i>				
Name:		Address:		Phone / Fax / Email:
1.				
2.				
3.				

I certify that the above information is true and correct and that I am authorised to make this application for credit. I have read and understand the TERMS AND CONDITIONS OF TRADE (overleaf or attached) of Begg Security Group Central Otago Limited which form part of, and are intended to be read in conjunction with this Credit Account Application and agree to be bound by these conditions. I authorise the use of my personal information as detailed in the Privacy Act clause therein.

SIGNED (CLIENT): _____ **SIGNED (BEGG):** _____
 Name: _____ Name: _____
 Position: _____ Position: _____
 Date: _____ Date: _____

OFFICE USE ONLY				
Account / Ref. No.	CREDIT LIMIT	APPROVED BY	DATA INPUTTED	DATE
	\$			/ /

Begg Security Group Central Otago Limited – Terms & Conditions of Trade

1. Definitions

- 1.1 **“Begg”** means Begg Security Group Central Otago Limited, its successors and assigns.
- 1.2 **“Client”** means the person/s, entities or any person acting on behalf of and with the authority of the Client requesting Begg 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.
- 1.3 **“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.
- 1.4 **“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 Begg’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.
- 1.5 **“Goods”** means all Goods or Services supplied by Begg 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).
- 1.6 **“Price”** means the Price payable (plus any Goods and Services Tax (“GST”) where applicable) for the Goods as agreed between Begg and the Client in accordance with clause 6 below.

2. Acceptance

- 2.1 The parties acknowledge and agree that:
- (a) they have read and understood the terms and conditions contained in this Contract; and
 - (b) the parties are taken to have exclusively accepted and are immediately bound, jointly and severally, by these terms and conditions if the Client places an order for or accepts delivery of the Goods.
- 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.
- 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:
- (a) the supply of Goods on credit shall not take effect until the Client has completed a credit application with Begg and it has been approved with a credit limit established for the account;
 - (b) in the event that the supply of Goods request exceeds the Clients credit limit and/or the account exceeds the payment terms, Begg reserves the right to refuse delivery; and
 - (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, Begg reserves the right to vary the Price with alternative Goods as per clause 6.2.
- 2.5 These terms and conditions may be meant to be read in conjunction with Begg’s Account Application Form and if there are any inconsistencies between the two documents then the terms and conditions contained therein shall prevail.
- 2.6 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.

3. Authorised Representative

- 3.1 Unless otherwise limited as per clause 3.2 the Client agrees that should the Client introduce any third party to Begg as the Client’s duly authorised representative, that once introduced that person shall have the full authority of the Client to order any Goods or Services on the Client’s behalf and/or to request any variation to the works on the Client’s behalf (such authority to continue until all requested works have been completed or the Client otherwise notifies Begg in writing that said person is no longer the Client’s duly authorised representative).
- 3.2 In the event that the Client’s duly authorised representative as per clause 3.1 is to have only limited authority to act on the Client’s behalf then the Client must specifically and clearly advise Begg in writing of the parameters of the limited authority granted to their representative.
- 3.3 The Client specifically acknowledges and accepts that they will be solely liable to Begg for all additional costs incurred by Begg (including Begg’s profit margin) in providing any Goods and/or Services or variation/s requested by the Client’s duly authorised representative (subject always to the limitations imposed under clause 3.2 (if any)).

4. Errors and Omissions

- 4.1 The Client acknowledges and accepts that Begg 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 Begg 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 Begg in respect of the Services.
- 4.2 If such an error and/or omission occurs in accordance with clause 4.1, and is not attributable to the negligence and/or wilful misconduct of Begg; the Client:
- (a) shall not be entitled to treat this Contract as repudiated nor render it invalid; but
 - (b) shall not be responsible for any additional costs incurred by Begg arising from the error or omission.

5. Change in Control

- 5.1 The Client shall give Begg 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 Begg as a result of the Client’s failure to comply with this clause.

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6. Price and Payment

- 6.1 At Begg's sole discretion the Price shall be either:
- (a) as indicated on any invoice provided by Begg to the Client; or
 - (b) the Price as at the date of Delivery of the Goods according to Begg's current price list; or
 - (c) Begg'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.
- 6.2 Begg reserves the right to change the Price:
- (a) if a variation to the Goods which are to be supplied is requested; or
 - (b) if during the course of the Services, the Goods cease to be available from Begg's third party suppliers, then Begg reserves the right to provide alternative Goods, subject to prior confirmation and agreement of both parties; or
 - (c) in the event of increases to Begg in the cost of labour or materials (including, but not limited to, increases to freight charges, overseas transactions that may increase as a consequence of variations in foreign currency rates of exchange and/or international freight and insurance charges) which are beyond Begg's control.
- 6.3 Variations will be charged for on the basis of Begg's quotation, and will be detailed in writing, and shown as variations on Begg's invoice. The Client shall be required to respond to any variation submitted by Begg within ten (10) working days. Failure to do so will entitle Begg 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.
- 6.4 At Begg's sole discretion a reasonable deposit may be required.
- 6.5 Time for payment for the Goods being of the essence, the Price will be payable by the Client on the date/s determined by Begg, which may be:
- (a) on delivery of the Goods;
 - (b) by way of instalments/progress payments in accordance with Begg's payment schedule;
 - (c) 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;
 - (d) failing any notice to the contrary, the date which is seven (7) days following the date of any invoice given to the Client by Begg.
- 6.6 Payment may be made by, electronic/on-line banking, credit card (a surcharge per transaction may apply), or by any other method as agreed to between the Client and Begg.
- 6.7 Begg may in its discretion allocate any payment received from the Client towards any invoice that Begg determines and may do so at the time of receipt or at any time afterwards. On any default by the Client Begg may re-allocate any payments previously received and allocated. In the absence of any payment allocation by Begg, payment will be deemed to be allocated in such manner as preserves the maximum value of Begg's Purchase Money Security Interest (as defined in the PPSA) in the Goods.
- 6.8 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 Begg nor to withhold payment of any invoice because part of that invoice is in dispute.
- 6.9 Unless otherwise stated the Price does not include GST. In addition to the Price, the Client must pay to Begg an amount equal to any GST Begg must pay for any supply by Begg 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.

7. Delivery of Goods

- 7.1 Delivery ("**Delivery**") of the Goods is taken to occur at the time that:
- (a) the Client or the Client's nominated carrier takes possession of the Goods at Begg's address; or
 - (b) Begg (or Begg's nominated carrier) delivers the Goods to the Client's nominated address even if the Client is not present at the address.
- 7.2 The cost of Delivery is either included in the Price or is in addition to the Price as agreed between the parties.
- 7.3 Begg may deliver the Goods in separate instalments. Each separate instalment shall be invoiced and paid in accordance with the provisions in these terms and conditions.
- 7.4 Any time specified by Begg for Delivery of the Goods is an estimate only. The Client must take Delivery by receipt or collection of the Goods whenever they are tendered for Delivery. Begg will not be liable for any loss or damage incurred by the Client as a result of Delivery being late. In the event that the Client is unable to take Delivery of the Goods as arranged then Begg shall be entitled to charge a reasonable fee for redelivery and/or storage.
- 7.5 The Client shall ensure that Begg has clear and free access to the site at all times to deliver the Goods. Begg shall not be liable for any loss or damage to the site (including, without limitation, damage to pathways, driveways and concreted or paved or grassed areas) unless due to the negligence of Begg.

8. Risk

- 8.1 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.
- 8.2 If any of the Goods are damaged or destroyed following Delivery but prior to ownership passing to the Client, Begg is entitled to receive all insurance proceeds payable for the Goods. The production of these terms and conditions by Begg is sufficient evidence of Begg's rights to receive the insurance proceeds without the need for any person dealing with Begg to make further enquiries.
- 8.3 If the Client requests Begg to leave Goods outside Begg'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.
- 8.4 Timber is a:
- (a) natural product and as such may exhibit variations in texture, shade, colour, surface, finish, markings, veining, and contain natural fissures, occlusions, and indentations. Whilst Begg will make every effort to match sales samples to the finished Goods Begg accepts no liability whatsoever where such samples differ to the finished Goods supplied; and
 - (b) hygroscopic material subject to expansion and contraction; therefore, Begg will accept no responsibility for gaps that may appear in the doors during prolonged dry periods.
- 8.5 The Client acknowledges and accepts that:

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- (a) the finish, texture and colour of painted or stained products may also vary from sales samples. Begg accepts no liability whatsoever where such variation may occur;
- (b) Goods supplied may:
 - (i) fade or change colour over time;
 - (ii) expand, contract or distort as a result of exposure to heat, cold, weather;
 - (iii) mark or stain if exposed to certain substances;
 - (iv) be damaged or disfigured by impact or scratching;
- (c) all raw products are required to be correctly stored to prevent distortion, painted, stained, or fully sealed immediately after installation. The Client shall not hold Begg responsible for the finished state of the products if the Client fails to finish the raw products immediately or if at all, nor if the Client fails to apply materials to paint or stain, or seal the products without following the instructions applicable to such materials or the suitability of those materials for the purpose required; and
- (d) Begg will not be liable for any damages to the Goods if the Goods are not installed, misused or maintained as per the manufacturer's or Begg's recommendations.

9. Accuracy of Client's Plans

- 9.1 Begg shall be entitled to rely on the accuracy of any plans, specifications and other information (such as floor levels, lintel heights or opening sizes) provided by the Client. The Client acknowledges and agrees that in the event that any of this information provided by the Client is inaccurate, Begg accepts no responsibility for any loss, damages, or costs however resulting from these inaccurate plans, specifications or other information.

10. Compliance with Laws

- 10.1 The Client and Begg shall comply with the provisions of all statutes, regulations and bylaws of government, local and other public authorities that may be applicable to the Services including any WorkSafe guidelines relating to building/construction sites and any other relevant safety standards or legislation.

11. Title

- 11.1 Begg and the Client agree that ownership of the Goods shall not pass until:
- (a) the Client has paid Begg all amounts owing to Begg; and
 - (b) the Client has met all of its other obligations to Begg.
- 11.2 Receipt by Begg 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.
- 11.3 It is further agreed that until ownership of the Goods passes to the Client in accordance with clause 11.1:
- (a) the Client is only a bailee of the Goods and must return the Goods to Begg on request;
 - (b) the Client holds the benefit of the Client's insurance of the Goods on trust for Begg and must pay to Begg 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 the proceeds of any such act on trust for Begg and must pay or deliver the proceeds to Begg on demand;
 - (d) 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 Begg and must sell, dispose of or return the resulting product to Begg as it so directs;
 - (e) the Client irrevocably authorises Begg to enter any premises where Begg believes the Goods are kept and recover possession of the Goods;
 - (f) Begg may recover possession of any Goods in transit whether or not Delivery has occurred;
 - (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 Begg;
 - (h) Begg may commence proceedings to recover the Price of the Goods sold notwithstanding that ownership of the Goods has not passed to the Client.

12. Personal Property Securities Act 1999 ("PPSA")

- 12.1 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 that have previously been supplied and that will be supplied in the future by Begg to the Client, and the proceeds from such Goods as listed by Begg to the Client in invoices rendered from time to time.
- 12.2 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 Begg may reasonably require to register a financing statement or financing change statement on the Personal Property Securities Register;
 - (b) indemnify, and upon demand reimburse, Begg 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;
 - (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 Begg; and
 - (d) immediately advise Begg 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.
- 12.3 Unless otherwise agreed to in writing by Begg, the Client waives its right to receive a verification statement in accordance with section 148 of the PPSA.
- 12.4 The Client shall unconditionally ratify any actions taken by Begg under clauses 12.1 to 12.3.

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- 12.5 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.
- 13. Security and Charge**
- 13.1 In consideration of Begg 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.
- 13.2 The Client indemnifies Begg from and against all Begg's costs and disbursements including legal costs on a solicitor and own client basis incurred in exercising Begg's rights under this clause.
- 13.3 The Client irrevocably appoints Begg and each director of Begg as the Client's true and lawful attorney/s 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.
- 14. Defects**
- 14.1 The Client shall inspect the Goods on Delivery and shall within seven (7) days of Delivery (time being of the essence) notify Begg of any alleged defect, shortage in quantity, damage or failure to comply with the description or quote. The Client shall afford Begg 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 Begg has agreed in writing that the Client is entitled to reject, Begg's liability is limited to either (at Begg's discretion) replacing the Goods or repairing the Goods.
- 14.2 Goods will not be accepted for return other than in accordance with 14.1 above, and provided that:
- (a) Begg has agreed in writing to accept the return of the Goods; and
 - (b) the Goods are returned at the Client's cost within seven (7) days of the Delivery date; and
 - (c) Begg will not be liable for Goods which have not been stored or used in a proper manner; and
 - (d) 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.
- 14.3 If Begg accepts that the Client is entitled to reject the Goods following their return pursuant to clause 14.2(b) Begg will reimburse the Client's actual and reasonable costs of return Delivery.
- 14.4 Begg may (in its discretion) accept the return of Goods for credit but this may incur a handling fee of twenty five percent (25%) of the value of the returned Goods plus any freight.
- 14.5 Subject to clause 14.1, non-stocklist items or Goods made to the Client's specifications are not acceptable for credit or return.
- 15. Warranty**
- 15.1 The Client acknowledges and accepts that for Goods not manufactured by Begg, the warranty shall be the current warranty provided by the manufacturer of the Goods. Begg 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 Begg 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 Begg as to the quality or suitability for any purpose and any implied warranty, statutory or otherwise, is expressly excluded. Begg shall not be responsible for any loss or damage to the Goods, or caused by the Goods, or any part thereof however arising.
- 16. Consumer Guarantees Act 1993 and the Fair Trading Act 1986**
- 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 Begg to the Client.
- 16.2 Begg agrees to abide by the provisions of the Fair Trading Act ("FTA").
- 17. Intellectual Property**
- 17.1 Where Begg has designed, drawn or developed Goods for the Client, then the copyright in any designs and drawings and documents shall remain the property of Begg. Under no circumstances may such designs, drawings and documents be used without the express written approval of Begg.
- 17.2 The Client warrants that all designs, specifications or instructions given to Begg will not cause Begg to infringe any patent, registered design or trademark in the execution of the Client's order and the Client agrees to indemnify Begg against any action taken by a third party against Begg in respect of any such infringement.
- 17.3 The Client agrees that Begg may (at no cost) use for the purposes of marketing or entry into any competition, any documents, designs, drawings or Goods which Begg has created for the Client.
- 18. Default and Consequences of Default**
- 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 Begg's sole discretion such interest shall compound monthly at such a rate) after as well as before any judgment.
- 18.2 If the Client owes Begg any money the Client shall indemnify Begg from and against all costs and disbursements incurred by Begg in recovering the debt (including but not limited to internal administration fees, legal costs on a solicitor and own client basis, Begg's collection agency costs, and bank dishonour fees).

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- 18.3 Further to any other rights or remedies Begg may have under this Contract, if a Client has made payment to Begg, 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 Begg 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.
- 18.4 Without prejudice to Begg's other remedies at law Begg shall be entitled to cancel all or any part of any order of the Client which remains unfulfilled and all amounts owing to Begg shall, whether or not due for payment, become immediately payable if:
- (a) any money payable to Begg becomes overdue, or in Begg's opinion the Client will be unable to make a payment when it falls due;
 - (b) the Client has exceeded any applicable credit limit provided by Begg;
 - (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) a receiver, manager, liquidator (provisional or otherwise) or similar person is appointed in respect of the Client or any asset of the Client.

19. Cancellation

- 19.1 Without prejudice to any other remedies the parties may have, if at any time either party is in breach of any obligation (including those relating to payment) under these terms and conditions the other party may suspend or terminate the supply or purchase of Goods to the other party. Neither party will be liable for any loss or damage the other party suffers because one of the parties has exercised its rights under this clause.
- 19.2 If Begg, due to reasons beyond Begg's reasonable control, is unable to deliver any Goods to the Client, Begg may cancel any Contract to which these terms and conditions apply or cancel Delivery of Goods at any time before the Goods are delivered by giving written notice to the Client. On giving such notice Begg shall repay to the Client any money paid by the Client for the Goods. Begg shall not be liable for any loss or damage whatsoever arising from such cancellation.
- 19.3 The Client may cancel Delivery of the Goods and/or Services by written notice served within twenty-four (24) hours of placement of the order. Failure by the Client to otherwise accept Delivery of the Goods and/or Services shall place the Client in breach of this Contract.
- 19.4 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.

20. Privacy Policy

- 20.1 All emails, documents, images or other recorded information held or used by Begg is "**Personal Information**" as defined and referred to in clause 20.3 and therefore considered confidential. Begg 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. Begg acknowledges that in the event it becomes aware of any data breaches and/or disclosure of the Client's Personal Information, held by Begg that may result in serious harm to the Client, Begg 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.
- 20.2 Notwithstanding clause 20.1, privacy limitations will extend to Begg in respect of Cookies where the Client utilises Begg's website to make enquiries. Begg 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:
- (a) IP address, browser, email client type and other similar details;
 - (b) tracking website usage and traffic; and
 - (c) reports are available to Begg when Begg sends an email to the Client, so Begg may collect and review that information ("collectively Personal Information")
- If the Client consents to Begg's use of Cookies on Begg's website and later wishes to withdraw that consent, the Client may manage and control Begg's privacy controls via the Client's web browser, including removing Cookies by deleting them from the browser history when exiting the site.
- 20.3 The Client authorises Begg or Begg's agent to:
- (a) access, collect, retain and use any information about the Client;
 - (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
 - (ii) for the purpose of marketing products and services to the Client.
 - (b) disclose information about the Client, whether collected by Begg from the Client directly or obtained by Begg 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.
- 20.4 Where the Client is an individual the authorities under clause 20.3 are authorities or consents for the purposes of the Privacy Act 2020.
- 20.5 The Client shall have the right to request (by e-mail) from Begg, a copy of the Personal Information about the Client retained by Begg and the right to request that Begg correct any incorrect Personal Information.
- 20.6 Begg 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.
- 20.7 The Client can make a privacy complaint by contacting Begg via e-mail. Begg 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>.

21. Service of Notices

- 21.1 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;

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- (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.
- 21.2 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.

22. Trusts

- 22.1 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 or as an agent for a trust ("Trust") then whether or not Begg may have notice of the Trust, the Client covenants with Begg as follows:
- (a) the Contract extends to all rights of indemnity which the Client now or subsequently may have against the Trust, the trustees and the trust fund;
 - (b) the Client has full and complete power and authority under the Trust or from the Trustees of the Trust as the case maybe 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, the trustees and 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 during the term of the Contract without consent in writing of Begg (Begg 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 fund or trust property.

23. Dispute Resolution

- 23.1 All disputes and differences between the Client and Begg touching and concerning this Contract shall be referred to arbitration under a single arbitrator agreed upon by both parties, or failing agreement, by two arbitrators (one to be appointed by each party) and their umpire (appointed by them prior to arbitration), such arbitration to be carried out in accordance with provisions of the Arbitration Act 1996.

24. General

- 24.1 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.
- 24.2 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 Tauranga Courts of New Zealand.
- 24.3 Subject to the CGA, the liability of Begg and the Client under this Contract shall be limited to the Price.
- 24.4 Begg may licence and/or assign all or any part of its rights and/or obligations under this Contract without the Client's consent provided the assignment does not cause detriment to the Client.
- 24.5 The Client cannot licence or assign without the written approval of Begg.
- 24.6 Begg 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 Begg's sub-contractors without the authority of Begg.
- 24.7 The Client agrees that during the term of the Contract and following the termination of the Contract for any reason, the Client will not attempt to canvass, solicit, entice, encourage or persuade any contractor/s, employee or consultant of Begg to terminate their contract or employment with Begg.
- 24.8 The Client agrees that Begg 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 Begg to provide Goods to the Client.
- 24.9 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 any payment due to Begg, following cessation of a Force Majeure.
- 24.10 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.