

MIZIN TERMS & CONDITIONS OF CABIN HIRE

1. Definitions

- 1.1 “Owner” shall mean MIZIN, its successors and assigns or any person acting on behalf of and with the authority of the Owner.
- 1.2 “Hirer” means the person/s hiring the cabin or any person acting on behalf of and with the authority of the Hirer requesting the Owner to provide the Services as specified in any proposal, quotation, order, invoice, or other documentation, and:
- (a) if there is more than one Hirer, is a reference to each Hirer jointly and severally; and
 - (b) if the Hirer is part of a Trust, shall be bound in their capacity as a trustee; and
 - (c) includes the Hirer’s executors, administrators, successors and permitted assigns.
- 1.3 “Cabin” means all Cabins and accessories (but not limited to lighting, curtains, curtain rails, carpet and underlay, electrical equipment and fittings, keys, door mats, signage, or any other equipment) or things attached thereto supplied for hire to the Hirer by the Owner, at the Hirer’s request from time to time, and:
- (a) includes any erection, dismantling and transport of the Cabin (“**Services**”), any parts, accessories and/or consumables supplied by the Owner to the Hirer, either separately or deposited incidentally by the Owner in the course of it conducting, or supplying to the Hirer the Cabin; and
 - (b) where the context so permits the terms “Cabin” or “Services” shall be interchangeable for the other.
- 1.4 “Minimum Hire Period” shall mean the Minimum Hire Period as described on the invoices, quotation, authority to hire, or any other forms as provided by the Owner to the Hirer.
- 1.5 “Trade Hirers” are only those Hirer’s whom the Owner has agreed is currently entitled to trade credit terms.
- 1.6 “Charges” shall mean the cost payable for the hire of the Cabin.

2. Acceptance

- 2.1 The Hirer is taken to have exclusively accepted and is immediately bound, jointly and severally, by these terms and conditions upon written acceptance from the Hirer at the time of placing an order and/or accepts delivery of any Cabin.
- 2.2 These terms and conditions may only be amended with both parties consent in writing and shall prevail to the extent of any inconsistency with any other document or contract between the Hirer and the Owner.
- 2.3 Where the Hirer requesting or organizing the Owner to provide Services is acting on behalf of any third party and that third party is intended to be responsible for the payment of the Charges then in the event that the third party does not pay for the Services when due, the Hirer acknowledges that they shall be liable for the payment of the Charges as if they had contracted the Services on their own behalf.
- 2.4 Any advice, recommendation, information, assistance or service provided by the Owner in relation to the Cabin supplied is given in good faith, is based on the Owner’s own knowledge and experience and shall be accepted without liability on the part of the Owner and it shall be the responsibility of the Hirer to confirm the accuracy and reliability of the same in light of the use to which the Hirer makes or intends to make of the Cabin.
- 2.5 The cabin shall not be sublet or cross-hired by the Hirer. The Hirer shall not assign or transfer its interest in the contract, or part with possession of all, or any portion, of the Cabin and/or accessories, without the prior written consent of the Owner, which may be arbitrarily withheld.
- 2.6 Electronic signatures shall be deemed to be accepted by either party providing that the parties have complied with Section 22 of the Electronic Transactions Act 2002 or any other applicable provisions of that Act or any Regulations referred to in that Act.
- 2.7 The Hirer acknowledges:
- (a) “good working order” means, in respect to the Cabin, that:
 - (i) the Cabin is in good condition and good appearance throughout; and
 - (ii) the Cabin has been properly maintained, cleaned and cared-for in accordance with the Owner’s recommendations and requirements.
- 2.8 The Owner will:
- (i) provide the cabin in very good order; and
 - (ii) allow the Hirer exclusive use of the Cabin during the Hire Term.
- 2.9 For security against damage, theft, loss or late payment fees incurred by the Hirer in relation to the hire of the cabin, the Hirer agrees to accurately complete and sign the Credit Card Authorisation Form, the contents of which shall form part of this Agreement. Further, the Hirer agrees to provide photo ID containing proof of the Hirers current address prior to the Hirer taking possession of the Cabin to be hired.

3. Errors or Omissions

- 3.1 The Hirer acknowledges and accepts that the Owner shall, without prejudice, accept no liability in respect of any alleged or actual error(s) and/or omissions(s):
- (a) resulting from an inadvertent mistake made by the Owner in the formation and/or administration of this contract; and/or
 - (b) contained/omitted in/from any literature (hard copy and/or electronic) supplied by the Owner 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 the Owner; the Hirer shall not be entitled to treat this contract as repudiated nor render it invalid.

4. Authorised Representatives

4.1 The Hirer acknowledges that the Owner shall (for the duration of the hire period) liaise directly with one (1) authorized representative, and that once introduced as such to the Owner, that person shall have the full authority of the Hirer to order any further Cabins and/or request any variation on the Hirer's behalf. The Hirer accepts that they will be solely liable to the Owner for all additional costs incurred by the Owner (including the Owner's profit margin) in providing any Services or variation/s requested by the Hirer's duly authorized representative.

5. Change in Control

5.1 The Hirer shall give the Owner not less than fourteen (14) days prior written notice of any proposed change of ownership of the Hirer and/or any other change in the Hirer's details (including but not limited to, changes in the Hirer's name, address and contact phone or fax number(s), change in trustees or business practice). The Hirer shall be liable for any loss incurred by the Owner as a result of the Hirer's failure to comply with this clause.

6. Charges and Payment

6.1 At the Owner's sole discretion the Charges shall be either:

- (a) as indicated on invoices provided by the Owner to the Hirer in respect of the cabin supplied; or
- (b) the Charges as at the date of delivery of the Cabin according to the Owner's current Charges list as supplied by the Owner; or as displayed on the Owner's website; or
- (c) the Owner's quoted Charges (subject to clause 6.2) which is subject to a site inspection, and shall be binding upon the Owner provided that the Hirer shall accept the Owner's quotation in writing within thirty (30) days.

6.2 The Owner reserves the right to change the Hire Charges:

- (a) if a variation to the Cabin which is to be supplied is requested; or
- (b) where additional Services are required due to the discovery of hidden or unidentifiable difficulties (including, but not limited to, poor weather conditions, limitations to accessing the site, availability of Cabins, safety considerations etc) which are only discovered on commencement of the Services;
- (c) in the event of increases to the Owner in the cost of labour or materials, or fluctuations in currency exchange rates, which are beyond the Owner's control.

6.3 Variations will be charged for on the basis of the Owner's quotation. The Hirer shall be deemed to have accepted any variation submitted by the Owner within ten (10) working days of it being notified. Payment for all variations must be made in full at the time of their completion.

6.4 Deposit

- (a) A non-refundable deposit is required to secure a booking with the balance being payable before delivery of the Cabin. The deposit forms part of the total payment due for the Cabin and is separate from the bond payment; and
- (b) the deposit may be used to offset any applicable charges by the Owner under clause 8.3 (b), and any outstanding balance thereof shall be due as per clause 6.6.

6.5 Refundable Bond

- (a) A refundable bond is payable for the Cabin provided on hire and will be refunded if the Cabin is returned in good order, clean and with all accessories attached. If the Cabin is returned unclean, missing items, stained, or damaged in any way, the bond will be retained by the Owner. The refund will be processed within twenty-eight (28) days of the collection of the Cabin.

6.6 Time for payment for the hire of the Cabin being of the essence, the Charges will be payable by the Hirer on the date/s determined by the Owner:

- (a) Hire Charges which may be:
 - (i) **3 Month Hire Term** - means 13 weeks;
 - (ii) **6 Month Hire Term** - means 26 weeks;
 - (iii) **Month Hire Term** - means a calendar month.
- (b) by way of instalments/progress payments in accordance with the Owner's payment schedule; or
- (c) the date specified on any invoice or other form as being the date for payment; or
- (d) failing any notice to the contrary, the date which is seven (7) days following the date of any invoice given to the Hirer by the Owner.

6.7 Payment will be made by electronic/on-line banking or by any other method as agreed to between the Hirer and the Owner.

- 6.8 The Hirer shall not be entitled to set off against, or deduct from the Charges, any sums owed or claimed to be owned to the Hirer by the Owner nor to withhold payment of any invoice because part of that invoice is in dispute.
- 6.9 The Hirer acknowledges and agrees that the Hirer's obligations to the Owner for the supply of the Cabin on hire shall not cease until:
- (a) the Hirer has paid the Owner all amounts owing for the hire of the Cabin; and
 - (b) the Hirer has met all other obligations due by the Hirer to the Owner in respect of all contracts between the Owner and the Hirer.
- 6.10 Receipt by the Owner 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 recognized and until then the Owner's ownership or rights in respect of this contract shall continue.
- 6.11 GST and other taxes and duties that may be applicable shall be added to the Price except when they are expressly included in the Price. If the GST rate is increased during the hire period then that increase shall be passed on to the Hirer.

7. Provision of Services

- 7.1 Delivery of the Cabin and/or Services ("**Delivery**") is taken to occur at the time that the Owner (or the Owner's nominated carrier) delivers the Equipment and/or provides the Services (in the case of a cabin or any accessories, this will usually be, where it is installed and hand-over certificate is issued) to the Hirer's nominated address, even if the Hirer is not present at the address. In the event the Hirer (or a representative thereof) is not present at the time of Delivery, the Owner's delivery docket is also evidence of delivery.
- 7.2 Return of the Cabin ("**Return**") will be completed when the Cabin has been collected by the Owner and transported to the Owner's yard. **On the Hirer's Site, and prior to picking up the hired cabin, the cabin will be drug tested for any illegal substances.** This test, carried out on Site, will be available to view by the Hirer, prior to departure of the cabin and the test. At the Owner's yard the Cabin will be checked for quality and condition. The check at the Owner's yard for quality and condition will be the only legal proof of the quality, quantity and condition of the Cabin returned. Any drug or illegal substance contamination as indicated by the initial drug test on site, will be followed up by a more substantial illegal substance test at the Owner's yard and if showing a 'positive' result, that test will be forwarded by urgent courier to a testing laboratory for verification of the illegal substance, the levels of the substance, and the cabin will be immediately sealed at the Owner's yard until the results are received from the laboratory. Once those results are received, then the appropriate cleaning and Health and Safety procedures can be carried out. All charges resulting from the initial drug test, will be payable by the Hirer and will be charged via invoice to be paid immediately on receipt by the Hirer. The Hirer shall also be liable to the Owner for the potential hire revenue that is lost as the cabin is unable to be used after its return.
- 7.3 The Owner reserves the right to charge the Hirer for the cost of the Cabin hired (and the cost of labour) incurred for any cancellation or termination of this contract, or any alteration to the Cabin to be supplied and/or the hire period.
- 7.4 The Owner shall provide (as the Hirer's agent) transport of the Cabin to and from the Site, and transport charges:
- (a) shall be in addition to, the Charges, and
 - (b) are quoted on the basis of Delivery and Collection of the Cabin; and
 - (c) allow for a maximum of ninety (90) minutes loading or unloading time per visit to the Site during the Owner's normal business hours. Delivery and/or Collection of the Cabin (including any waiting time) outside the Owner's normal business hours will incur additional charges.
- 7.5 Any time specified by the Owner for Delivery is an estimate only and the Owner will not be liable for any loss or damage incurred by the Hirer as a result of Delivery being late. However, both parties agree that they shall make every endeavour to enable the Cabin to be supplied at the time and place as was arranged between both parties. In the event that the Owner is unable to supply the Cabin as agreed solely due to any action or inaction of the Hirer then the Owner shall be entitled to charge a further delivery fee for re-supplying the Cabin at a later time and date.
- 7.6 The Owner shall not be responsible for delay or non-delivery of the Cabin that has been hired resulting from an act beyond the reasonable control of the Owner, including but not limited to, industrial action, strikes, lockouts, epidemics, fire, war, government actions, commotion, riot, floods, or inclement weather.
- 7.7 The Hirer shall ensure that the Owner has clear and free access to the nominated address/Site at all times to enable them to make Delivery and/or Collect the cabin. The Owner shall not be liable for any loss or damage to the property (including, without limitation, damage to pathways, driveways and concreted or paved or grassed areas), unless due to the negligence of the Owner.

8. Use and Maintenance of the Cabin

- 8.1 Hire Period:
- (a) The Hire Period shall:
 - (i) commence from the day of delivery of the Cabin to the Hirer's site, and will continue until the collection of the Cabin, and/or until the expiry of the Minimum Hire Period. Additional charges will apply in the event that the Hirer requests an extension of the Hire Period;
 - (ii) be based on a weekly (being seven (7) days) or monthly (calendar month) cycle.
- 8.2 Hirer's Obligations:
- (a) The Hirer shall:
 - (i) satisfy itself on Delivery that the Cabin is suitable for its purpose;

- (ii) maintain the cabin as is required by the Owner;
 - (iii) notify the Owner immediately upon discovering any issue and advising of the full circumstances of any malfunction, damage, loss, destruction or accident in connection with the Cabin;
 - (iv) use the Cabin carefully and safely, strictly in accordance with the law (in full compliance with all health and safety regulations relating to their occupation and use of the cabin), only for their intended use, and in accordance with any instruction supplied by the Owner or noted on the Cabin;
 - (v) ensure the security and safekeeping of the Cabin whilst being used, and that all persons who enter the Cabin abide by all NZ Laws and Regulations;
 - (vi) keep the Cabin in their own possession and control and shall not assign the benefit of this hire contract nor be entitled to take a lien, or grant any encumbrance over the Cabin.
 - (vii) not alter or make any additions to the Cabin (including, but not without limitation, altering, make any additions to, defacing or erasing any identifying mark, plate or number on the Cabin) or in any other manner interfere with the Cabin, as doing so may undermine the structure and safety of the Cabin. The Owner will photograph, in detail, the Cabin once erected as proof of the original condition and cabin placement;
 - (viii) employ the Cabin solely for their own use and not permit the Cabin (or any part thereof) to be used by any other party;
 - (ix) not use or place any illegal, prohibited or dangerous substance in the Cabin;
 - (x) not fix the Cabin (or any part thereof) in such a manner as to make them legal fixtures forming part of any freehold;
 - (xi) on termination of the hire, deliver up the Cabin, complete with all parts and accessories, clean and in good order, as delivered, fair wear and tear accepted, to enable the Owner's representative to collect the Cabin.
- (b) Immediately on request by the Owner the Hirer will pay:
- (i) the new list Charges of any Cabin (or part thereof) that are, for whatever reason, destroyed, irrecoverable, or not returned to the Owner;
 - (ii) all costs incurred in cleaning the Cabin if the Cabin is deemed by the Owner (at their sole discretion) to be excessively dirty;
 - (iii) all costs of repairing any damage to the Cabin caused by:
 - A. the ordinary use of the Cabin up to an amount equal to 20% of the Charges of the Cabin;
 - B. caused by the negligence of the Hirer or the Hirer's agent;
 - C. caused by vandalism, or (in the Owner's reasonable opinion) in any way whatsoever other than by the ordinary use of the Cabin by the Hirer;
 - (iv) any lost hire charges the Owner would have otherwise been entitled to for the Cabin, under this, or any other hire contract;
 - (v) the cost of accessories and consumables provided by the Owner and used by the Hirer;
 - (vi) any insurance excess payable in relation to a claim made by the Hirer in relation to any damage caused by, or to, the Cabin whilst the same is hired by the Hirer.

8.3 Only to the extent that the hire of the Cabin exceeds a twelve (12) month hire period or a six (6) month hire period with the right of renewal) shall clause 17 apply as a security agreement in the form of a PPS Lease in respect of Section 36 of the PPSA, in all other matters clause 17 will apply generally for the purposes of the PPSA. The Hirer agrees that the Owner may register a security interest as a Purchase Money Security Interest ("PMSI") for the purposes of the PPSA in favour of the Owner over the Cabin supplied.

8.4 No warranty is given by the Owner as to the quality or suitability of the Cabin for any purpose, and any implied warranty is expressly excluded. The Hirer shall indemnify and hold harmless the Owner in respect of all claims arising out of the use of the Cabin.

9. Inspection of Cabin

9.1 The Hirer hereby grants the Owner the right at all times, upon the Owner giving to the Hirer reasonable notice and without unduly interfering with the Hirer's business or operations, to;

- (a) enter on the site(s) where the Cabin or any part thereof may be located;
- (b) inspect the state of repair or condition of the Cabin;
- (c) carry out any such tests on the Cabin as may be reasonably necessary including but not limited to, health and safety tests or inspections;
- (d) observe the use of the Cabin by the Hirer; and
- (e) do any act, matter or thing which may be required at law or otherwise protect the Owner's rights or interests in the Cabin.

10. Title

10.1 The Cabin is and will at all times remain the absolute property of the Owner, however the Hirer accepts full responsibility for:

- (a) the safekeeping of the Cabin and indemnifies the Owner for all loss, theft, or damage to the Cabin howsoever caused and without limiting the generality of the foregoing whether or not such loss, theft, or damage is attributable to any negligence, failure, or omission of the Hirer; and
 - (b) shall keep the Owner indemnified against all liability in respect of all actions, proceedings, claims, damages, costs and expenses in respect of any injury to persons, damage to property, or otherwise arising out of the use of the Cabin during the hire period and whether or not arising from the negligence, failure or omission of the Hirer or any other persons.
- 10.2 The Hirer will not use the Cabin nor permit it to be used in such a manner as would permit an insurer to decline any claim;
- 10.3 The Hirer is not authorised to pledge the Owner's credit for repairs to the Cabin or to create a lien over the Cabin in respect of any repairs.
- 10.4 The Owner or the Owner's agent may (as the invitee of the Hirer) enter upon and into land and premises owned, occupied or used by the Hirer, or any premises where the Cabin is situated and take possession of the Cabin.

11. Insurance

- 11.1 The Hirer hires the Cabin at the Hirer's own risk and indemnifies the Owner against any and all loss in respect of or damage to the Cabin, including any consequential loss.
- 11.2 The Owner will maintain the current insurance policies in respect of the Cabin to its full insurable value.
- 11.3 In the event that the Cabin provided by the Owner is the subject of an insurance claim made by the Owner, as a result of any action or inaction of the Hirer, then the Hirer accepts full liability for the value of the Cabin (or part thereof) that is lost, stolen or damaged in any way during the entire hire term, irrespective of whether the insurance claim is successful.

12. Defects, Errors and Omissions

- 12.1 The Hirer shall inspect the Cabin on Delivery and shall notify the Owner of any alleged defect. The Hirer shall afford the Owner an opportunity to inspect the Cabin within a reasonable time following such notification if the Hirer believes the Cabin is defective in any way. If the Hirer shall fail to comply with these provisions the Cabin shall be presumed to be free from any defect or damage. For a defective Cabin, which the Owner has agreed in writing that the Hirer is entitled to reject, the Owner's liability is limited to either (at the Owner's discretion) replacing the Cabin or repairing the Cabin. The Hirer must provide notification (time being of the essence) of any defect or damage within twenty-four (24) hours following Delivery of the hired Cabin.
- 12.2 The Cabin will not be accepted for return other than in accordance with 12.1 above.

13. Default and Consequences of Default

- 13.1 Interest on overdue invoices shall accrue daily from the date the payment becomes due, until the date of payment, at a rate of two and a half percent (2.5%) per calendar month (and such interest shall compound monthly at such a rate) after as well as before any judgment.
- 13.2 If the Hirer owes the Owner any money the Hirer shall indemnify the Owner from and against all costs and disbursements incurred by the Owner in recovering the debt (including but not limited to internal administration fees, legal costs on a solicitor and own client basis, the Owner's collection agency costs, interest charges, and bank dishonour fees).
- 13.3 Further to any other rights or remedies the Owner may have under this contract, if a Hirer has made a payment to the Owner and the transaction is subsequently reversed, the Hirer shall be liable for the amount of the reversed transaction, in addition to any further costs incurred by the Owner under this clause 13, where it can be proven that such reversal is found to be illegal, fraudulent or in contravention to the Hirer's obligations under this contract.
- 13.4 Unless otherwise agreed to between the parties, any monies received from the Hirer shall be applied firstly in reduction of any outstanding Charges and interest, and secondly on account of any Charges for the hire of the Cabin.
- 13.5 Without prejudice to the Owner's other remedies at law the Owner shall be entitled to cancel all or any part of any order of the Hirer which remains unfulfilled and all amounts owing to the Owner shall, whether or not due for payment, become immediately payable if:
- (a) any money payable to the Owner becomes overdue, or in the Owner's opinion the Hirer will be unable to make a payment when it falls due;
 - (b) the Hirer has exceeded any applicable credit limit provided by the Owner;
 - (c) the Hirer becomes insolvent or bankrupt, 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 Hirer or any asset of the Hirer.

14. Cancellation

- 14.1 Without prejudice to any other remedies the Owner may have, if at any time the Hirer is in breach of any obligation (including those relating to payment) under these terms and conditions the Owner may suspend or terminate the supply of the Cabin to the Hirer. The Owner will not be liable for any loss or damage the Hirer suffers because the Owner has exercised its rights under this clause.
- 14.2 In addition to clause 14.1 in these terms and conditions, the Owner shall be entitled to cancel the contract if:
- (a) the Owner reasonably believes that a third party may attempt to take possession of the Cabin;
 - (b) the Cabin is at risk.
- 14.3 In the event that the Hirer wishes to cancel this contract then the Hirer agrees to provide a minimum of one (1) month's notice of termination of hire by either telephone or email. The Hirer shall remain liable for all hire charges due to the time of cancellation and/or until all hire charges are fully paid which would complete and fulfil the hire term of the Hire Contract.

15. Privacy Act 1993

- 15.1 By providing completing the Cabin Hire Application and/or by providing your personal information to the Owner, you authorise the Owner or the Owner's agent to access, collect, retain, use and disclose your personal information in accordance with the Privacy Act 1993 and these terms. The Owner will use your personal information to:
- (a) facilitate your hire arrangements and deliver the Services including conducting checks to assess the Hirer's creditworthiness;
 - (b) carry out its business including by marketing products and services to the Hirer;
- 15.2 To provide certain Services the Owner may appoint third parties to carry out some processing or checking on our behalf, such as credit checks or debt collection. In those circumstances we will share your personal information with those parties.
- 15.3 Where the Hirer is an individual the authorities under clause 16.1 are authorities or consents for the purposes of the Privacy Act 1993.
- 15.4 The Hirer shall have the right to request the Owner for a copy of the information about the Hirer retained by the Owner and the right to request the Owner to correct any incorrect information about the Hirer held by the Owner.

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

- 16.1 The Hirer 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 the Cabin/s supplied by the Owner to the Hirer (if any) and all Cabin/s that will be supplied in the future by the Owner to the Hirer if hire continues over a six (6) month term.
- 16.2 The Hirer undertakes to:
- (a) sign any further documents and/or provide any further information (such information to be complete, accurate and up-to-date in all respects) which the Owner may reasonably require to register a financing statement or financing change statement on the Personal Property Securities Register;
- 16.3 The Owner and the Hirer agree that nothing in sections 114(1)(a), 133 and 134 of the PPSA shall apply to these terms and conditions.
- 16.4 The Hirer waives its rights as a debtor under sections 116,120(2),121,125,126,127,129,131 and 132 of the PPSA.
- 16.5 Unless otherwise agreed to in writing by the Owner, the Hirer waives its right to receive a verification statement in accordance with section 148 of the PPSA.
- 16.6 The Hirer shall unconditionally ratify any actions taken by the Owner under clauses 17.1 to 17.5.

17. Compliance with Laws

- 17.1 The Hirer and the Owner shall comply with the provisions of all statutes, regulations and bylaws of government, local and other public authorities that may be applicable to the Cabin including any health and safety laws relating to building/construction sites and any other relevant safety standards or legislation.
- 17.2 The Owner has not and will not at any time assume any obligation as the Hirer's agent or otherwise which may be imposed upon the Hirer from time to time pursuant to the Health & Safety Act 2015, including any subsequent regulations (the "HSW Act") arising out of the engagement. The parties agree that for the purposes of the HSW Act, the Owner shall not be the person who controls the place of work in terms of the HSW Act.
- 17.3 The Hirer shall obtain (at the expense of the Hirer) all engineering reports, certificates, and consents and/or licences and approvals that may be required for the Cabin hire.

18. Construction Contract Act 2002

- 18.1 At the Owner's sole discretion, if there are any disputes or claims for unpaid Cabin and/or Services then the provisions of the Construction Contract Act 2002 (including but not limited to, the right to suspend the contract upon written notice and seek an extension of time) may apply.

- 18.2 If the Owner exercises the right to suspend work, the exercise of that right does not:
- (a) affect any rights that would otherwise have been available to the Owner under the Commercial Law Act 2017; or
 - (b) enable the Hirer to exercise any rights that may otherwise have been available to the Hirer under that Act as a direct consequence of the Owner suspending work under this provision.
- 18.3 Nothing in this agreement is intended to have the effect of contracting out of any applicable provisions of the Construction Contract Act 2002, except to the extent permitted by the Act where applicable.

19. Force Majeure

- 19.1 Subject to clause 19.2, neither party shall be responsible for any delays in Delivery or Collection due to causes beyond their control (including, but not limited to, acts of God, war, terrorism, mobilisation, civil commotion, riots, embargoes, orders or relations of governments of any relevant jurisdiction, fires, floods, epidemics, strikes, lockouts or other labour difficulties, shortages of, or inability to obtain shopping space, or land transportation).
- 19.2 Nothing in clause 19.1 will limit or exclude the Hirer's responsibility and liability under this contract for Cabin/s that is/are lost, stolen or damaged beyond fair wear and tear during the Hire Term, or had broken down, or become unsafe to use as a result of the Hirer's conduct or negligence.

20. Limitation of Liability

- 20.1 The Owner shall be under no liability whatsoever to the Hirer for any indirect and/or consequential loss and/or expense (including loss of profit) suffered by the Hirer arising out of a breach by the Owner of these terms and conditions.
- 20.2 In any situation where the Owner is found to be liable to the Hirer, the Owner's maximum liability shall be limited to damages which under no circumstances shall exceed the Charges.

21. Dispute Resolution

- 21.1 A party to this contract that wishes to invoke these dispute resolution provisions must give written notice to the other party specifying the nature of the dispute.
- 21.2 If notice of a dispute is provided, the parties must in good faith promptly endeavour to resolve the dispute by negotiation.
- 21.3 If the dispute is not resolved by negotiation then either party may bring a claim before the Disputes Tribunal, District Court or High Court.
- 21.4 Nothing in this clause limits any rights the parties may have to refer a dispute to adjudication under the Construction Contracts Act 2002.

22. General

- 22.1 The failure by either party to enforce any provision of these terms and conditions shall not be treated as a waiver of that provision. 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.
- 22.2 These terms and conditions and any contract to which they apply shall be governed by the laws of New Zealand and are subject to the jurisdiction of the courts nearest to the Owner's principal place of business.
- 22.3 This Contract is subject to the provisions of the Consumer Guarantees Act 1993 in all cases except where the Hirer is contracting within the terms of trade/business (which cases are specifically excluded).
- 22.4 The Owner may licence and/or assign all or any part of its rights and/or obligations under this contract without the Hirer's consent.
- 22.5 The Owner may elect to subcontract out any part of the Services. The Hirer agrees and understands that they have no authority to give any instruction to any of the Owner's sub-contractors without the authority of the Owner.
- 22.6 The Hirer agrees that the Owner may amend these terms and conditions by notifying the Hirer in writing. These changes shall be deemed to take effect from the date on which the changes are notified to the Hirer.

23. IP

"MIZIN" and "WORK IN. REST IN. PLAY IN." are registered Trade Marks of the Owner and may not be reproduced without our Express written consent.