

Terms and Conditions of Trade

1. Basis of this contract

1.1 This contract sets out the terms and conditions that apply when **South Pacific Scaffolding Limited** (“we”, “us” and “our”) supply you (“you” and “your”) with **scaffolding services** including **scaffolding equipment**.

2. Using your information

2.1 You agree that we may obtain information about you to assess your credit worthiness, enforce any rights under this contract and market any of our **scaffolding services** to any other entity.

2.2 You agree that we may give that information to any person for the above purposes, but you may withdraw your consent at any time.

2.3 You may access any information that we hold about you and request us to correct any mistakes in it.

3. Scaffolding

3.1 “**scaffolding services**” and “**scaffolding equipment**” means and includes the following:

- the hire, supply and installation of scaffolding equipment including shrink wrap;
- the hire, supply and installation of access ways, birdcages, keder roof systems, custom encapsulation, stairs and stairway towers, rubbish shutes, shrink-wrapping, tube and clip and propping;
- all scaffolding services identified in any order form, supply request or in any invoice issued by us to you, which invoices are deemed to be incorporated into and form part of our contract;
- all inventory that is supplied by us to you.

4. Price

4.1 The **price** of the **scaffolding services** is the cost, as agreed between you and us.

4.2 If no **price** is stated in writing or agreed to orally, the **scaffolding services** will be treated as supplied at the current amount that we supply those **scaffolding services** at the time of the contract.

4.3 Please note **scaffolding services** are quoted for dismantle and erection in one continuous process. If staging occurs at a later stage, additional costs may be incurred.

4.4 The **price** may increase by the amount of any reasonable increase in the cost of supply of the **scaffolding services** that is beyond our control, between the date of the contract and the supply of the **scaffolding services**.

5. Quotation

5.1 When we give a quotation for **scaffolding services**:

- unless otherwise agreed the quotation shall be valid for thirty (30) days from the date of issue and the quotation shall be exclusive of Goods and Services tax unless specifically stated to the contrary; and
- we reserve the right to alter the quotation because of circumstances beyond our control; and
- please note **scaffolding services** are quoted for dismantle and erection in one continuous process. If staging occurs at a later stage, additional costs may be incurred; and
- where **scaffolding services** are required in addition to the quotation, you agree to pay for the additional cost of such **scaffolding services**.

6. Payment

6.1 Payment for **scaffolding services** shall be made:

- in full on or before the 20th day of the month following the date of the invoice (“the due date”); and
- interest may be charged on any amount you owe us after the due date at the rate of 2.5% per month or part month; and
- any costs, including debt collection and legal costs, which we may incur as a consequence of having to enforce any of our rights contained in this contract, shall be payable by you.

7. Delivery and risk

7.1 We are responsible for the **scaffolding equipment** until it is delivered to you.

7.2 Delivery to you is complete when we give the **scaffolding equipment** directly to you, unload it on your site or give it to a transporter to deliver to you.

7.3 Following delivery you are responsible for the **scaffolding equipment** and are responsible for any loss or damage to it.

7.4 The time stated for delivery is an estimate and we are not responsible for any delay in the delivery of the **scaffolding equipment**.

8. Security

8.1 You agree and accept that:

- we retain our legal entitlement to all the **scaffolding equipment** supplied. Until the you have paid us in full for all amounts due with respect to the hire and/or leasing of **scaffolding equipment** for more than 12 months or for such period that may effectively be an accumulated period of more than 12 months, we retain a security interest in all **scaffolding equipment** supplied by us to you; and
- if you fail to pay us in full for any **scaffolding equipment** or **scaffolding services** supplied, we shall be entitled to lawfully repossess such **scaffolding equipment**; and
- for the purpose of repossessing **scaffolding equipment** you give us an irrevocable licence and authority (including as your agent) to enter at any time any premises or place where the **scaffolding equipment** is located and to remove any or all of the **scaffolding equipment** supplied by us; and

- you agree to indemnify us for any claims or losses caused or arising from our repossession of **scaffolding equipment**.

9. Limitation of liability

9.1 The Consumer Guarantees Act 1993, the Fair Trading Act 1986 and other statutes may imply warranties or conditions or impose obligations upon us which cannot by law (or which can only to a limited extent by law) be excluded or modified. In respect of any such implied warranties, conditions or terms imposed on us, our liability shall, where it is allowed, be excluded or if not able to be excluded, only apply to the minimum extent required by the relevant statute.

9.2 **Roofs.** All care will be taken on or around roofs. However it is agreed that we are not responsible or liable for any loss or damage to roofs or buildings resulting from **scaffolding services** and **scaffolding equipment** provided by us.

9.3 Please also note conditions 11 and 12 below.

10. Intellectual property

10.1 You agree that we own all intellectual property rights, including copyright, in all systems, solutions, drawings, designs, specifications, installations, software and electronic data produced by us in connection with the supply of **scaffolding services** to you.

11. Hire of scaffolding equipment

11.1 It is agreed that when **scaffolding equipment** is hired from us:

- you will not part with possession of the **scaffolding equipment** and shall not sublet, or sell, or attempt to alienate the **scaffolding equipment** in any way, or deal with the **scaffolding equipment** in any way that may be prejudicial to us;
- you will be liable for any damage to or loss of the **scaffolding equipment** hired however caused and in the event of any **scaffolding equipment** being damaged, lost or stolen, you will pay to us the cost of making good the repair to the **scaffolding equipment** or the cost of replacing the **scaffolding equipment**, whichever is the lesser;
- you will on request inform us of the whereabouts of any **scaffolding equipment** and give us an irrevocable licence and authority (including as your agent) to enter any premises for the purpose of inspecting, repairing, testing or removing any **scaffolding equipment** and further if you fail to pay any monies owing after the due date you agree we may exercise such licence or authority to enter any premises and take possession and remove the **scaffolding equipment**.
- **you will not alter the scaffolding equipment in any way and if you do, or another contractor on site does, then you agree that we are not liable for any loss or damage that may occur as a result of any such alteration.**
- **should our scaffolding equipment be altered in any way by you or another contractor on site, then it is agreed that you will be liable for the cost of reinstatement or the cost of having to remedy the alteration.**

12. Shrink Wrap Services

12.1 Please note that we contract out any shrink wrap services to Higginson Ventures Ltd t/a Wrap It Auckland.

12.2 If our contract with you involves shrink wrap services, then we will provide you with the terms and conditions provided by Higginson Ventures Ltd t/a Wrap It Auckland and it is agreed by you that those terms and conditions will be in addition to our terms and conditions and will also form part of our contract with you.

12.3 In addition please note that shrink wrap services involve a temporary fragile structure and you will be liable for the cost of any reinstatement required as a consequence of the shrink wrap failing for any reason *e.g.* weather, and further it is agreed by you that we are not liable for any loss or damage caused as a consequence of the shrink wrap failing for any reason *e.g.* loss or damage due to exposure or water damage.

13. Cancellation

13.1 We have the right by notice to suspend or cancel any part of any contract for the supply of **scaffolding services** to you if you fail to pay any money owing after the due date.

13.2 Any cancellation or suspension will not affect our claim for money due at the time of cancellation or suspension, damages for any breach of your obligations to us under this contract or any other legal rights we have.

14. Miscellaneous

14.1 We are not liable for delay or failure to perform our obligations if the cause of the delay or failure is beyond our control. If we fail to enforce any of the terms and conditions contained in this contract it shall not be deemed to be a waiver of any of the rights or obligations we have under this contract.

14.2 If any of these terms and conditions shall be invalid, void or illegal or unenforceable, the validity existence, legality and enforceability of the remaining terms and conditions shall not be affected, prejudiced or impaired.

14.3 If you default in payment then you agree that such default gives rise to a legal or equitable estate or interest ("the interest") in your land on which the scaffolding equipment is located and that the interest entitles us to enter a caveat against your land pursuant to the Land Transfer Act 1952 and its amendments or any legislation in substitution thereof.

14.4 This contract and any dispute arising from it, is governed exclusively by the laws of New Zealand.