



1) Definitions

- a) "Whānau Centred Services Limited" means Whānau Centred Services Limited T/As Whanau Centred Services, Authentic Communication, and NZ Social Services Training, its subsidiaries, successors and assigns or any person acting on behalf of and with the authority of Whānau Centred Services Limited T/A Whanau Centred Services, Authentic Communication, and NZ Social Services Training.
- b) "Customer" means the person/s buying goods as specified in any invoice, document or order, and if there is more than one Customer is a reference to each Customer jointly and severally.
- c) "Goods" means all Goods or Services supplied by Whānau Centred Services Limited to the Customer at the Customer's request from time to time (where the context so permits the terms 'Goods' or 'Services' shall be interchangeable for the other).
- d) "Equipment" means all Equipment including any accessories supplied on hire by Whānau Centred Services Limited to the Customer (and where the context so permits shall include any supply of Services). The Equipment shall be as described on the invoices, quotation, authority to hire, or any other work authorisation form provided by Whānau Centred Services Limited to the Customer.
- e) "Price" means the Price payable for the Goods/Service as agreed between Whānau Centred Services Limited and the Customer in accordance with clause 6 below.

2) Acceptance

- a) The Customer is taken to have exclusively accepted and is immediately bound, jointly and severally, by these terms and conditions if the Customer places an order for or accepts delivery of the Goods/Equipment
- b) These terms and conditions may only be amended with Whānau Centred Services Limited' consent in writing and shall prevail to the extent of any inconsistency with any other document or agreement between the Customer and Whānau Centred Services Limited.
- c) Where the Customer requesting or organising Whānau Centred Services Limited to provide Services is acting with or on behalf of any third party and that third party is intended to be responsible for the payment (or any part thereof) of the Price then in the event that the third party does not pay for the Services when due, the Customer acknowledges that they shall be liable for the payment of the Price as if they had contracted the Services on their own behalf.

3) Electronic Transactions Act 2000

- a) 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.

4) Change in Control

- a) The Customer shall give Whānau Centred Services Limited not less than fourteen (14) days prior written notice of any proposed change of ownership 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/s, or business practice). The Customer shall be liable for any loss incurred by Whānau Centred Services Limited as a result of the Customer's failure to comply with this clause.

5) Authorised Representatives

- a) Unless otherwise limited as per clause 5 (b) the Customer agrees that should the Customer introduce any third party to Whānau Centred Services Limited as the Customer's duly authorised representative, that once introduced that person shall have the full authority of the Customer to order any Goods or Services on the Customer's behalf and/or to request any

- variation to the services on the Customer's behalf (such authority to continue until all requested Services have been completed or the Customer otherwise notifies Whānau Centred Services Limited in writing that said person is no longer the Customer's duly authorised representative).
- b) In the event that the Customer's duly authorised representative as per clause 5 (a) is to have only limited authority to act on the Customer's behalf then the Customer must specifically and clearly advise Whānau Centred Services Limited in writing of the parameters of the limited authority granted to their representative.
 - c) The Customer specifically acknowledges and accepts that they will be solely liable to Whānau Centred Services Limited for all additional costs incurred by Whānau Centred Services Limited (including Whānau Centred Services Limited' profit margin) in providing any works, materials, services or variation/s requested by the Customer's duly authorised representative (subject always to the limitations imposed under clause 5 (b) (if any)).

6) Price and Payment

- a) At Whānau Centred Services Limited' sole discretion the Price shall be either:
 - i) as indicated on any invoice provided by Whānau Centred Services Limited to the Customer; or
 - ii) Whānau Centred Services Limited' quoted price (subject to clause 6.2) which will be valid for the period state in the quotation or otherwise for a period of thirty (30) days.
- b) Whānau Centred Services Limited reserves the right to change the Price if a variation to Whānau Centred Services Limited' quotation is requested. Any variation from the plan of scheduled Services or specifications of the Goods (including, but not limited to, any variation as a result of increases to Whānau Centred Services Limited in the cost of taxes, levies, materials and labour or where additional Services are required due to the discovery of hidden or unidentifiable difficulties including, but not limited to, obscured machine defects, safety considerations, availability of parts or prerequisite work by any third party not being completed etc which are only discovered on commencement of the services) will be charged for on the basis of Whānau Centred Services Limited' quotation and will be shown as variations on the invoice.
- c) At Whānau Centred Services Limited' sole discretion a deposit may be required.
- d) Time for payment for the Goods/Equipment being of the essence, the Price will be payable by the Customer on the date/s determined by Whānau Centred Services Limited, which may be:
 - i) on delivery of the Goods/Equipment;
 - ii) for certain approved Customer's, due twenty (20) days following the end of the month in which a statement is posted to the Customer's address or address for notices.
 - iii) the date specified on any invoice or other form as being the date for payment; or
 - iv) Failing any notice to the contrary, the date which is seven (7) days following the date of any invoice given to the Customer by Whānau Centred Services Limited.
- e) Payment may be made by cash, bank cheque, electronic/on-line banking or by any other method as agreed to between the Customer and Whānau Centred Services Limited.
- f) Unless otherwise stated the Price does not include GST. In addition to the Price the Customer must pay to Whānau Centred Services Limited an amount equal to any GST Whānau Centred Services Limited must pay for any supply by Whānau Centred Services Limited under this or any other agreement for the sale of the Goods/hire of the Equipment. The Customer must pay GST, without deduction or set off of any other amounts, at the same time and on the same basis as the Customer pays the Price. In addition the Customer 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/Equipment

- a) Delivery of the Goods/Equipment is taken to occur at the time that:
 - i) the Customer or the Customer's nominated carrier takes possession of the Goods/Equipment at Whānau Centred Services Limited' nominated address; or

- ii) Whānau Centred Services Limited (or Whānau Centred Services Limited' nominated carrier) delivers the Goods/Equipment to the Customer's nominated address even if the Customer is not present at the address.
- b) At Whānau Centred Services Limited' sole discretion the cost of delivery is in addition to the Price.
- c) The Customer must take delivery by receipt or collection of the Goods/Equipment whenever they are tendered for delivery. In the event that the Customer is unable to take delivery of the Goods/Equipment as arranged then Whānau Centred Services Limited shall be entitled to charge a reasonable fee for redelivery and/or storage.
- d) Any time, or date, given by Whānau Centred Services Limited to the customer is an estimate only. The customer must still accept delivery of the goods/services even if late and Whānau Centred Services Limited will not be liable for any loss or damage incurred by the Customer as a result of the delivery being late.

8) Risk to Goods

- a) Risk of damage to or loss of the Goods passes to the Customer on Delivery and the Customer must insure the Goods on or before Delivery.
- b) If any of the Goods are damaged or destroyed following delivery but prior to ownership passing to the Customer, Whānau Centred Services Limited is entitled to receive all insurance proceeds payable for the Goods. The production of these terms and conditions by Whānau Centred Services Limited is sufficient evidence of Whānau Centred Services Limited' rights to receive the insurance proceeds without the need for any person dealing with Whānau Centred Services Limited to make further enquiries.
- c) If the Customer requests Whānau Centred Services Limited to leave Goods outside Whānau Centred Services Limited' premises for collection or to deliver the Goods to an unattended location then such Goods shall be left at the Customer's sole risk.
- d) The Customer acknowledges and accepts that the supply of Goods/Equipment for accepted orders may be subject to availability and if, for any reason, Goods/Equipment are not or cease to be available, Whānau Centred Services Limited reserves the right to vary the Price with alternative Goods/Equipment as per clause 4.2. Whānau Centred Services Limited also reserves the right to halt all Services until such time as Whānau Centred Services Limited and the Customer agree to such changes.
- e) Where Whānau Centred Services Limited gives advice or recommendations to the Customer, or the Customer's agent, with specific instructions regarding the use of the Goods and such advice or recommendations are not acted upon then Whānau Centred Services Limited shall not be liable in any way whatsoever for any damages or losses that occur after any subsequent commencement of the Services.
- f) Where Whānau Centred Services Limited is required to install the Goods the Customer warrants that the structure of the premises or equipment in or upon which these Goods are to be installed or erected is sound and will sustain the installation and work incidental thereto and Whānau Centred Services Limited shall not be liable for any claims, demands, losses, damages, costs and expenses howsoever caused or arising in connection with the installation and work incidental thereto.
- g) Whānau Centred Services Limited shall not be held responsible for any damage to the Goods or delays to delivery caused by outside agents. Where the Customer requests Whānau Centred Services Limited to repair such damage then Whānau Centred Services Limited reserves the right to charge the Customer for any costs incurred in rectifying such damage.
- h) The Customer acknowledges that Whānau Centred Services Limited is only responsible for parts that are replaced by Whānau Centred Services Limited and that in the event that other parts/Goods, subsequently fail, the Customer agrees to indemnify Whānau Centred Services Limited against any loss or damage to the Goods, or caused by the Goods, or any part thereof howsoever arising (including, but not limited to, flooding and/or damage to any materials).

9) Access

- a) The Customer shall ensure that Whānau Centred Services Limited has clear and free access to the work site at all times to enable them to undertake the Services. Whānau Centred Services Limited 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 Whānau Centred Services Limited.

10) Title to goods/services

- a) Whānau Centred Services Limited and the Customer agree that ownership of the Goods shall not pass until:
 - i) The customer has paid Whānau Centred Services Limited all the amounts owing to Whānau Centred Services Limited; and
 - ii) The customer has met all of its other obligations to Whānau Centred Services Limited.
- b) Receipt by Whānau Centred Services Limited 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.
- c) It is further agreed that:
 - i) until ownership of the Goods passes to the Customer in accordance with clause 12.1 that the Customer is only a Bailee of the Goods and must return the Goods to Whānau Centred Services Limited on request.
 - ii) The Customer holds the benefit of the Customer's insurance of the Goods on trust for Whānau Centred Services Limited and must pay to Whānau Centred Services Limited the proceeds of any insurance in the event of the Goods being lost, damaged or destroyed.
 - iii) The Customer 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 Customer sells, disposes or parts with possession of the Goods then the Customer must hold the proceeds of any such act on trust for Whānau Centred Services Limited and must pay or deliver the proceeds to Whānau Centred Services Limited on demand.
 - iv) The Customer should not convert or process the Goods or intermix them with other goods but if the Customer does so then the Customer holds the resulting product on trust for the benefit of Whānau Centred Services Limited and must sell, dispose of or return the resulting product to Whānau Centred Services Limited as it so directs.
 - v) The Customer irrevocably authorises Whānau Centred Services Limited to enter any premises where Whānau Centred Services Limited believes the Goods are kept and recover possession of the Goods.
 - vi) Whānau Centred Services Limited may recover possession of any Goods in transit whether or not delivery has occurred.
 - vii) The Customer 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 Whānau Centred Services Limited.
 - viii) Whānau Centred Services Limited may commence proceedings to recover the Price of the Goods sold notwithstanding that ownership of the Goods has not passed to the Customer.

11) Personal Property Securities Act 1999 ("PPSA")

- a) Upon assenting to these terms and conditions in writing the Customer acknowledges and agrees that:
 - i) these terms and conditions constitute a security agreement for the purposes of the PPSA; and
 - ii) A security interest is taken in all Goods/Equipment previously supplied by Whānau Centred Services Limited to the Customer (if any) and all Goods/Equipment that will be supplied in the future by Whānau Centred Services Limited to the Customer.
- b) The Customer undertakes to:

- i) sign any further documents and/or provide any further information (such information to be complete, accurate and up-to-date in all respects) which Whānau Centred Services Limited may reasonably require to register a financing statement or financing change statement on the Personal Property Securities Register;
- ii) indemnify, and upon demand reimburse, Whānau Centred Services Limited for all expenses incurred in registering a financing statement or financing change statement on the Personal Property Securities Register or releasing any Goods/Equipment charged thereby;
- iii) not register a financing change statement or a change demand without the prior written consent of Whānau Centred Services Limited; and
- iv) Immediately advise Whānau Centred Services Limited of any material change in its business practices of selling Goods which would result in a change in the nature of proceeds derived from such sales.
- v) Whānau Centred Services Limited and the Customer agree that nothing in sections 114(1)(a), 133 and 134 of the PPSA shall apply to these terms and conditions.
- vi) The Customer waives its rights as a debtor under sections 116, 120(2), 121, 125, 126, 127, 129, 131 and 132 of the PPSA.
- vii) Unless otherwise agreed to in writing by Whānau Centred Services Limited, the Customer waives its right to receive a verification statement in accordance with section 148 of the PPSA.
- viii) The Customer shall unconditionally ratify any action taken by Whānau Centred Services Limited under clauses 13.1 to 13.5.

12) Security and Charge

- a) In consideration of Whānau Centred Services Limited agreeing to supply the Goods/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 by the Customer either now or in the future, to secure the performance by the Customer of its obligations under these terms and conditions (including, but not limited to, the payment of any money).
- b) The Customer indemnifies Whānau Centred Services Limited from and against all Whānau Centred Services Limited' costs and disbursements including legal costs on a solicitor and own client basis incurred in exercising Whānau Centred Services Limited' rights under this clause.
- c) The Customer irrevocably appoints Whānau Centred Services Limited and each director of Whānau Centred Services Limited as the Customer's true and lawful attorney/s to perform all necessary acts to give effect to the provisions of this clause 14 including, but not limited to, signing any document on the Customer's behalf.

13) Customer's Disclaimer

- a) The Customer hereby disclaims any right to rescind, or cancel any contract with Whānau Centred Services Limited or to sue for damages or to claim restitution arising out of any inadvertent misrepresentation made to the Customer by Whānau Centred Services Limited and the Customer acknowledges that the Goods are bought relying solely upon the Customer's skill and judgment.

14) Consumer Guarantees Act 1993

- a) This agreement is subject to the provisions of the Consumer Guarantees Act 1993 in all cases except where the Hirer is contracting within the terms of a trade/business (which cases are specifically excluded).

15) Defects

- a) The Customer shall inspect the Goods/Equipment on delivery and shall within three (3) days of delivery (time being of the essence) notify Whānau Centred Services Limited of any alleged

defect, shortage in quantity, damage or failure to comply with the description or quote. The Customer shall afford Whānau Centred Services Limited an opportunity to inspect the Goods/Equipment within a reasonable time following delivery if the Customer believes the Goods are defective in any way. If the Customer shall fail to comply with these provisions the Goods/Equipment shall be presumed to be free from any defect or damage. For defective Goods/Equipment, which Whānau Centred Services Limited has agreed in writing that the Customer is entitled to reject, Whānau Centred Services Limited' liability is limited to either (at Whānau Centred Services Limited' discretion) replacing the Goods/Equipment or repairing the Goods/Equipment.

- b) Goods/Equipment will not be accepted for return for any reason other than those specified in clause 17.1 above (or in the case of Equipment hire, normal termination of Equipment hire in accordance with the full terms and conditions herein).

16) Warranty

- a) For Goods not manufactured by Whānau Centred Services Limited, the warranty shall be the current warranty provided by the manufacturer of the Goods. Whānau Centred Services Limited 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.
- b) In the case of second hand Goods, the Customer acknowledges that he has had full opportunity to inspect the same and that he accepts the same with all faults and that no warranty is given by Whānau Centred Services Limited as to the quality or suitability for any purpose and any implied warranty, statutory or otherwise, is expressly excluded. Whānau Centred Services Limited shall not be responsible for any loss or damage to the Goods, or caused by the Goods, or any part thereof however arising.

17) Default and Consequences of Default

- a) 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 Whānau Centred Services Limited' sole discretion such interest shall compound monthly at such a rate) after as well as before any judgment.
- b) If the Customer owes Whānau Centred Services Limited any money the Customer shall indemnify Whānau Centred Services Limited from and against all costs and disbursements incurred by Whānau Centred Services Limited in recovering the debt (including but not limited to internal administration fees, legal costs on a solicitor and own client basis, Whānau Centred Services Limited' collection agency costs, and bank dishonour fees).
- c) Without prejudice to any other remedies Whānau Centred Services Limited may have, if at any time the Customer is in breach of any obligation (including those relating to payment) under these terms and conditions Whānau Centred Services Limited may suspend or terminate the supply of Goods/Equipment to the Customer. Whānau Centred Services Limited will not be liable to the Customer for any loss or damage the Customer suffers because Whānau Centred Services Limited has exercised its rights under this clause.
- d) Without prejudice to Whānau Centred Services Limited' other remedies at law Whānau Centred Services Limited shall be entitled to cancel all or any part of any order of the Customer which remains unfulfilled and all amounts owing to Whānau Centred Services Limited shall, whether or not due for payment, become immediately payable if:
 - i) any money payable to Whānau Centred Services Limited becomes overdue, or in Whānau Centred Services Limited' opinion the Customer will be unable to make a payment when it falls due;
 - ii) 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
 - iii) A receiver, manager, liquidator (provisional or otherwise) or similar person is appointed in respect of the Customer or any asset of the Customer.

18) Cancellation

- a) Whānau Centred Services Limited may cancel any contract to which these terms and conditions apply or cancel delivery of Goods/Equipment at any time before the Goods/Equipment are delivered by giving written notice to the Customer. On giving such notice Whānau Centred Services Limited shall repay to the Customer any money paid by the Customer for the Goods/Equipment. Whānau Centred Services Limited shall not be liable for any loss or damage whatsoever arising from such cancellation.
- b) In the event that the Customer cancels delivery of Goods/Equipment the Customer shall be liable for any and all loss incurred (whether direct or indirect) by Whānau Centred Services Limited as a direct result of the cancellation (including, but not limited to, any loss of profits).
- c) Cancellation of orders for Goods/Equipment made to the Customer's specifications, or for non-stocklist items, will definitely not be accepted once production has commenced, or an order has been placed.

19) Privacy Act 1993

- a) The Customer authorises Whānau Centred Services Limited or Whānau Centred Services Limited' agent to: access, collect, retain and use any information about the Customer;
 - i) (including any overdue fines balance information held by the Ministry of Justice) for the purpose of assessing the Customer's creditworthiness; or
 - ii) For the purpose of marketing products and services to the Customer.
- b) Where the Customer is an individual the authorities under clause 22.1 are authorities or consents for the purposes of the Privacy Act 1993.
- c) The Customer shall have the right to request Whānau Centred Services Limited for a copy of the information about the Customer retained by Whānau Centred Services Limited and the right to request Whānau Centred Services Limited to correct any incorrect information about the Customer held by Whānau Centred Services Limited.

20) Unpaid Sellers' Rights

- a) Where the Customer has left any item with Whānau Centred Services Limited for repair, modification, exchange or for Whānau Centred Services Limited to perform any other service in relation to the item and Whānau Centred Services Limited has not received or been tendered the whole of any moneys owing to it by the Customer, Whānau Centred Services Limited shall have, until all moneys owing to Whānau Centred Services Limited are paid:
 - i) a lien on the item; and
 - ii) the right to retain or sell the item, such sale to be undertaken in accordance with any legislation applicable to the sale or disposal of uncollected goods.
- b) The lien of Whānau Centred Services Limited shall continue despite the commencement of proceedings, or judgment for any moneys owing to Whānau Centred Services Limited having been obtained against the Customer.

21) General

- a) The failure by Whānau Centred Services Limited to enforce any provision of these terms and conditions shall not be treated as a waiver of that provision, nor shall it affect Whānau Centred Services Limited' 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.
- b) Whānau Centred Services Limited shall be under no liability whatsoever to the Customer for any indirect and/or consequential loss and/or expense (including loss of profit) suffered by the Customer arising out of a breach by Whānau Centred Services Limited of these terms and conditions (alternatively Whānau Centred Services Limited' liability shall be limited to damages which under no circumstances shall exceed the Price of the Goods/Equipment hire).

- c) The Customer shall not be entitled to set off against, or deduct from the Price, any sums owed or claimed to be owed to the Customer by Whānau Centred Services Limited nor to withhold payment of any invoice because part of that invoice is in dispute.
- d) Whānau Centred Services Limited may license or sub-contract all or any part of its rights and obligations without the Customer's consent.
- e) The Customer agrees that Whānau Centred Services Limited may amend these terms and conditions at any time. If Whānau Centred Services Limited makes a change to these terms and conditions, then that change will take effect from the date on which Whānau Centred Services Limited notifies the Customer of such change. The Customer will be taken to have accepted such changes if the Customer makes a further request for Whānau Centred Services Limited to provide Goods/Equipment to the Customer.
- f) 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.
- g) The Customer warrants that it has the power to enter into this agreement and has obtained all necessary authorisations to allow it to do so, it is not insolvent and that this agreement creates binding and valid legal obligations on it.

22) Equipment

- a) The Equipment is and will at all times remain the absolute property of Whānau Centred Services Limited.
- b) If the Customer fails to return the Equipment to Whānau Centred Services Limited then Whānau Centred Services Limited or Whānau Centred Services Limited' agent may (as the invitee of the Customer) enter upon and into land and premises owned, occupied or used by the Customer, or any premises where the Equipment is situated and take possession of the Equipment, without being responsible for any damage thereby caused.
- c) The Customer is not authorised to pledge Whānau Centred Services Limited' credit for repairs to the Equipment or to create a lien over the Equipment in respect of any repairs.

23) Customer's Responsibilities

- a) The customer shall:
 - i) Notify Whānau Centred Services Limited immediately by telephone of the full circumstances of any Whānau Centred Services Limited breakdown or accident. The Customer is not absolved from the requirements to safeguard the Equipment by giving such notification;
 - ii) satisfy itself at commencement that the Equipment is suitable for its purposes;
 - iii) operate the Equipment safely, strictly in accordance with the law, only for its intended use, and in accordance with any manufacturer's instruction whether supplied by Whānau Centred Services Limited or posted on the Equipment;
 - iv) ensure that all persons operating or erecting the Equipment are suitably instructed in its safe and proper use; (e) comply with all occupational health and safety laws relating to the Equipment and its operation;
 - v) on termination of the hire, deliver the Equipment complete with all parts and accessories, clean and in good order as delivered, fair wear and tear accepted, to Whānau Centred Services Limited;
 - vi) keep the Equipment in their own possession and control and shall not assign the benefit of the hire contract nor be entitled to lien over the Equipment;
 - vii) not alter or make any additions to the Equipment including but without limitation altering, make any additions to, defacing or erasing any identifying mark, plate or number on or in the Equipment or in any other manner interfere with the Equipment;
 - viii) employ the Equipment solely in its own work and shall not permit the Equipment or any part thereof to be used by any other party for any other work;
 - ix) not exceed the recommended or legal load and capacity limits of the Equipment;
 - x) not use or carry any illegal, prohibited or dangerous substance in or on the Equipment;
 - xi) not fix any of the Equipment in such a manner as to make it legally a fixture forming part of any freehold;
 - xii) Indemnify and hold harmless Whānau Centred Services Limited in respect of all claims arising out of the Customer's use of the Equipment.
- b) Immediately on request by Whānau Centred Services Limited the Customer will pay:
 - i) the new list price of any Equipment that is for whatever reason destroyed, written off or not returned to Whānau Centred Services Limited.
 - ii) all costs incurred in cleaning the Equipment;
 - iii) all costs of repairing any damage caused by the ordinary use of the Equipment up to an amount equal to ten percent (10%) of the new list price of the Equipment;
 - iv) the cost of repairing any damage to the Equipment caused by the negligence of the Customer or the Customer's agent;
 - v) The cost of repairing any damage to the Equipment caused by vandalism, or (in Whānau Centred Services Limited' reasonable opinion) in any way whatsoever other than by the ordinary use of the Equipment by the Customer.

24) Copyright

- a) Whānau Centred Services Limited catalogue, our brochures and flyers, images and website content including text and images cannot be reproduced (in whole or in part) in any form without the express permission of Whānau Centred Services Limited.

25) Privacy

- a) To make the Whānau Centred Services Limited experience easy and informative for you we need to collect some information about you. However we also appreciate that you could have some concerns about giving out personal information about yourself. So whenever we collect information, we'll always look after it, and comply with New Zealand's Privacy Act.

- b) When you choose to enter information while on Whānau Centred Services Limited website we receive and hold that information. This includes forms you complete, emails you send or any other contact you make with us about Whānau Centred Services Limited.
- c) Under no circumstances will we sell, rent or give your private information including name, address, email to third parties. We collect name and address information solely for the purpose of the delivery of goods.
- d) Occasionally we may email you with special discount offers or information about new products. On each of these communications, we provide a means by which the recipient may choose to never receive these emails again.
- e) Individual users are not identified in website statistics. These statistics are used to improve the site and monitor traffic. Under the Privacy Act 1993, you have the right to ask to see the information we hold about you. So if you would like to view or delete the information that we hold on you as a user of this website or customer, contact us.

26) Unlawful or prohibited Use

- a) As a condition of your use of the Whānau Centred Services Limited website, you warrant to Whānau Centred Services Limited that you will not use the Whānau Centred Services Limited website for any purpose that is unlawful or prohibited by these terms, conditions, and notices. You may not use the Whānau Centred Services Limited website in any manner which could damage, disable, overburden, or impair the Whānau Centred Services Limited website or interfere with any other party's use and enjoyment of the Whānau Centred Services Limited website. You may not obtain or attempt to obtain any materials or information through any means not intentionally made available or provided for through the Whānau Centred Services Limited website.

27) Use of Communications Services

- a) The Whānau Centred Services Limited website may contain bulletin board services, chat areas, news groups, forums, communities, personal web pages, calendars, and/or other message or communication facilities designed to enable you to communicate with the public at large or with a group (collectively, "Communication Services"), you agree to use the Communication Services only to post, send and receive messages and material that are proper and related to the particular Communication Service. By way of example, and not as a limitation, you agree that when using a Communication Service, you will not:
 - i) Defame, abuse, harass, stalk, threaten or otherwise violate the legal rights (such as rights of privacy and publicity) of others.
 - ii) Publish, post, upload, distribute or disseminate any inappropriate, profane, defamatory, infringing, obscene, indecent or unlawful topic, name, material or information.
 - iii) Upload files that contain software or other material protected by intellectual property laws (or by rights of privacy or publicity) unless you own or control the rights thereto or have received all necessary consents.
 - iv) Upload files that contain viruses, corrupted files, or any other similar software or programs that may damage the operation of another's computer.
 - v) Advertise or offer to sell or buy any goods or services for any business purpose, unless such Communication Service specifically allows such messages.
 - vi) Conduct or forward surveys, contests, pyramid schemes or chain letters.
 - vii) Download any file posted by another user of a Communication Service that you know, or reasonably should know, cannot be legally distributed in such manner.
 - viii) Falsify or delete any author attributions, legal or other proper notices or proprietary designations or labels of the origin or source of software or other material contained in a file that is uploaded.
 - ix) Restrict or inhibit any other user from using and enjoying the Communication Services.
 - x) Violate any code of conduct or other guidelines which may be applicable for any particular Communication Service.

- xi) Harvest or otherwise collect information about others, including e-mail addresses, without their consent.
- xii) Violate any applicable laws or regulations.
- b) Whānau Centred Services Limited has no obligation to monitor the Communication Services. However, Whānau Centred Services Limited reserves the right to review materials posted to a Communication Service and to remove any materials in its sole discretion. Whānau Centred Services Limited reserves the right to terminate your access to any or all of the Communication Services at any time without notice for any reason whatsoever.
- c) Whānau Centred Services Limited reserves the right at all times to disclose any information as necessary to satisfy any applicable law, regulation, legal process or governmental request, or to edit, refuse to post or to remove any information or materials, in whole or in part, in Whānau Centred Services Limited's sole discretion.
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- e) Materials uploaded to a Communication Service may be subject to posted limitations on usage, reproduction and/or dissemination. You are responsible for adhering to such limitations if you download the materials.

28) Liability disclaimer

- a) The information, software, products, and services included in or available through the Whānau Centred Services Limited website or workshops may include inaccuracies or typographical errors. Changes are periodically added to the information herein. Whānau Centred Services Limited and/or its suppliers may make improvements and/or changes in the Whānau Centred Services Limited website at any time. Advice received via the Whānau Centred Services Limited website should not be relied upon for personal, medical, legal or financial decisions and you should consult an appropriate professional for specific advice tailored to your situation.
- b) The information, software, products, and services included in or available through the Whānau Centred Services Limited web site may include inaccuracies or typographical errors. changes are periodically added to the information herein. Whānau Centred Services Limited and/or its suppliers may make improvements and/or changes in the Whānau Centred Services Limited web site at any time. advice received via the Whānau Centred Services Limited web site should not be relied upon for personal, medical, legal or financial decisions and you should consult an appropriate professional for specific advice tailored to your situation.
- c) Whānau Centred Services Limited and/or its suppliers make no representations about the suitability, reliability, availability, timeliness, and accuracy of the information, software, products, services and related graphics contained on the Whānau Centred Services Limited web site for any purpose. to the maximum extent permitted by applicable law, all such information, software, products, services and related graphics are provided "as is" without warranty or condition of any kind. Whānau Centred Services Limited and/or its suppliers hereby disclaim all warranties and conditions with regard to this information, software, products, services and related graphics, including all implied warranties or conditions of merchantability, fitness for a particular purpose, title and non-infringement.
- d) To the maximum extent permitted by applicable law, in no event shall Whānau Centred Services Limited and/or its suppliers be liable for any direct, indirect, punitive, incidental, special, consequential damages or any damages whatsoever including, without limitation, damages for loss of use, data or profits, arising out of or in any way connected with the use or performance of the Whānau Centred Services Limited web site, with the delay or inability to use the Whānau Centred Services Limited web site or related services, the provision of or

failure to provide services, or for any information, software, products, services and related graphics obtained through the Whānau Centred Services Limited web site, or otherwise arising out of the use of the Whānau Centred Services Limited web site, whether based on contract, tort, negligence, strict liability or otherwise, even if Whānau Centred Services Limited or any of its suppliers has been advised of the possibility of damages. because some states/jurisdictions do not allow the exclusion or limitation of liability for consequential or incidental damages, the above limitation may not apply to you. if you are dissatisfied with any portion of the Whānau Centred Services Limited web site, or with any of these terms of use, your sole and exclusive remedy is to discontinue using the Whānau Centred Services Limited web site.

29) Copyright notices

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- b) All software and accompanying documentation ['Software'] that is available to be downloaded from this Website is protected by copyright. The ownership of such Software is retained by the copyright holder and is not transferred to you. You are licensed to use the Software in accordance with the terms of the relevant licence agreement for such Software. You must read and confirm your acceptance of the licence agreement that accompanies each item of Software prior to downloading that Software.

30) Trademarks

- a) The names of actual companies and products mentioned herein may be the trademarks of their respective owners.
- b) The example companies, organisations, products, people and events depicted herein are fictitious. No association with any real company, organization, product, person, or event is intended or should be inferred.
- c) Any rights not expressly granted herein are reserved.

31) Notices and procedure for making claims of copyright infringement

- a) Pursuant to title 17, united states code, section 512(c)(2), notifications of claimed copyright infringement under united states copyright law should be sent to service provider's designated agent.

32) Intellectual Property

- a) The materials displayed on the website www.authenticcommunication.org.nz, and any email from a authenticcommunication.org.nz email address are protected by copyright and other laws of New Zealand, and under similar laws and international conventions abroad. You acknowledge and agree that all copyright and other property rights that may subsist in this Website including text, illustrations, photographs, video, music, sounds, layout, designs, source code, belong to us or to our licensors [together, 'our intellectual property'].
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- c) By using this website, you also agree to comply with the 'Terms of Use' for images available at <https://www.authenticcommunication.org.nz/>.

33) Feedback and unsolicited submissions

- a) If you give us feedback about this Website or our products or services, you grant us the right to use that feedback for the purpose of improving our Website or services [and for any other purpose we deem necessary or desirable] without being obliged to pay you any compensation in respect of our use of that feedback. If you do send us unsolicited ideas: they will be treated

as 'user content' in accordance with these terms of use; and they will be deemed to be non-confidential, and we will not be required to provide any acknowledgement of their source.

34) Links to other Websites

- a) Links and references to other websites are provided to you as a convenience only. Any website you access from the Website is independent of Whānau Centred Services Limited. Whānau Centred Services Limited has no control over the content of any other website and does not make any representations about, and neither endorses nor accepts any responsibility for, the content, validity, accuracy, or use, of any other website. Any such websites may not follow the same privacy obligations as Whānau Centred Services Limited and those third parties are responsible for their own privacy practises. You should check the terms and conditions applicable to those websites before you use them.

ADDITIONAL NZ SOCIAL SERVICES TRAINING TERMS AND CONDITIONS

Introduction

The below terms and conditions are in addition to the above terms and conditions.

Disclaimer

Whānau Centred Services Limited tries to ensure the information on this Web site is accurate and current but does not accept liability for any error or omission it may contain. All warranties expressed or implied as to the accuracy or completeness of the information on this Web site, or in respect of any products or materials referred to, are excluded to the extent permitted by law. Links here may lead to other Web sites, and some information on this Web site may be provided by third parties. Whānau Centred Services Limited accepts no responsibilities for the currency or accuracy of such information. You should verify it with those parties directly. The information contained on this Web site is intended to provide general information about Whānau Centred Services Limited's current products and is subject to change without notice. Use of this Web site is deemed to be acceptance of the terms and conditions contained in this policy. Whānau Centred Services Limited may vary this policy at any time. The current version of the policy will be maintained on the Web site.

Supply of Training

Whānau Centred Services Limited shall use reasonable endeavours to supply the Training to the customer(s) in accordance with these Terms in all material respects but reserves the right to change the content of any Training or Training Materials at any time and without notice.

Whānau Centred Services Limited shall use reasonable endeavours to meet any specified training dates, but any such dates are subject to change.

Whānau Centred Services Limited reserves the right to cancel or postpone the Training at any time, without incurring additional liability to the Customer. Unless the Customer agrees to the proposed dates for the postponed Training, if Whānau Centred Services Limited is not able to supply the Training on the agreed date it shall notify the Customer, cancel the booking and offer (at Whānau Centred Services Limited's sole discretion) a full refund or a credit note.

Customer's obligations

The Customer shall:

- a. Provide reasonable co-operation with Whānau Centred Services Limited in all matters relating to the Training; and

- b. provide Whānau Centred Services Limited, its employees, agents, consultants and subcontractors, with any information which may be required by Whānau Centred Services Limited in the organisation of the Training, and ensuring that such information is complete and accurate in all material respects.

Without the express written permission from Whānau Centred Services Limited, the Customer shall not, and where applicable, shall ensure that the customer(s) does not:

- c. record the Training in any way;
- d. reproduce, scan or copy, alter, modify, translate (in each case, whether in whole or in part) the Training Materials except for the sole purpose of completing the Training; or
- e. permit the Training Materials (whether in whole or in part) to be reproduced, scanned, copied, combined with or become incorporated into any other materials.

For Training delivered online, the Customer shall ensure that they are:

- a. able to meet the basic technical system requirements for hardware and software as may be prescribed by Whānau Centred Services Limited from time to time; and
- b. does not upload any content that infringes upon the rights of third parties, are in contravention of applicable law, or would lead to Whānau Centred Services Limited being in contravention of applicable law.

Where Training is being delivered at the Customer's premises, the Customer shall provide Whānau Centred Services Limited with:

- a. access, training space and any equipment necessary for the delivery of the Training; and
- b. such facilities as are reasonably notified to the Customer in advance.

Copyright

The copyright in all materials displayed or available on this Web site is the property of Whānau Centred Services Limited unless otherwise stated. If the owner of any material published on this Web site is not Whānau Centred Services Limited, the rights in respect of that material will be as defined by the copyright owner of the material concerned. Unless otherwise stated you are permitted to copy textual material published by Whānau Centred Services Limited for your own non-commercial use provided you retain and display any copyright notice applying to the material. No material from this Web site may be reproduced or distributed in any media without written permission from Whānau Centred Services Limited.

Online Privacy Policy

Whānau Centred Services Limited will accept personal information provided by you on this site, particularly in relation to online course registration, online registration for events and from inquiries. Whānau Centred Services Limited may from time to time collect additional information about you on this web site. Such information will only be used for the purpose of providing or enhancing Whānau Centred Services Limited's products and services to you. We will not supply your information to any third party without your prior agreement. The Whānau Centred Services Limited reserves the right to contact you regarding your attendance at our events for purposes including post-event survey, information updates, speaker materials, attendance appreciation, potential membership opportunities and related sponsor or marketing material. As required by the Privacy Act 1993, we follow strict security procedures in the storage and disclosure of information which you have given us to prevent unauthorized access. Our security procedures mean that we may occasionally request proof of identity before we are able to disclose sensitive information to you.

BOOKING AND PURCHASING TRAINING PRODUCTS ONLINE

General

Credit card payment is available online in real time. You will be informed immediately if your credit card is declined. If declined, you may check the accuracy of the credit card number and expiration date, or choose a different card to try. Your registration or booking will be submitted immediately for activation once you completed your online payment. Your credit card details will NOT be retained by Whānau Centred Services Limited after the transaction.

Cancellation and Refund Policy for Training Courses & eSeminars/Webinars

We require five clear working days' notice of a cancellation to approve a refund less 10% administration fee or transfer to another course. If you are unable to give such notice, we would be happy for you to arrange for another person to attend on the day. Unless such notice is given within this time frame, full course fees are payable and refunds will not be given. Registrations that are cancelled with less than five working days' notice will not be eligible for a transfer to another date, or refund. Should a course fail to attract a minimum number of participants, we reserve the right to cancel it.

Copyright & prohibition on plagiarism of course materials

The participant acknowledges that copyright in all of the course materials is owned by Whānau Centred Services Limited, and agrees not to contest such ownership, and agrees to provide written confirmation of its acknowledgement of Whānau Centred Services Limited ownership on request.

Participants are authorised to use the course materials solely for the purposes of undertaking the course.

Participants may utilise Whānau Centred Services Limited course materials for their own personal study and educational purposes only, and Whānau Centred Services Limited grants the participant a limited, non-exclusive licence for these purposes. This licence does not include a right to:

- a. use, reproduce, duplicate, modify, alter, adapt, or amend any such course materials or any of the underlying materials in any way, whether directly or indirectly;
- b. assert ownership or rights in respect of any course materials and/or;
- c. disseminate, distribute, or provide course materials to any third party, including within a participant's organisation and/or to a participant's employer.

Participants shall not copy (electronically or in hard copy) any of the course materials or any part of the course materials, or share the course materials or any part of the course materials with any other person.

Participants shall be liable for any and all loss or damage which may be caused to Whānau Centred Services Limited by:

- a. the participant's storage, use, or sharing, of the course materials or part thereof; and;
- b. the storage, use, or sharing, of the course materials or part thereof, by any other person where that person acquires the course materials from the participant or via access to the participant's account where that access was achieved due to an act or omission by the participant

The participant indemnifies and keeps indemnified Whānau Centred Services Limited from and against all costs, claims, demands, liabilities, expenses (including legal expenses), damages or

losses arising out of or in connection with any act, omission, default, or breach of its obligations to Whānau Centred Services Limited, in respect of the course materials.

Limitation of Liability

While all reasonable care will be taken in the preparation of the course materials, Whānau Centred Services Limited accepts no liability whatsoever for any consequence (direct or indirect) as a result of the use of the course materials. The participant indemnifies Whānau Centred Services Limited (and Whānau Centred Services Limited officers, employees and agents) from any liabilities, claims, costs, loss (including consequential loss) or damage suffered or caused by reason of the participants use of the course materials.

TERMS

Introduction

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- e. assert ownership or rights in respect of any course materials and/or;
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- d. the storage, use, or sharing, of the course materials or part thereof, by any other person where that person acquires the course materials from the participant or via access to the participant's account where that access was achieved due to an act or omission by the participant

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