

**EASYRIDER NZ 2015 LIMITED
TERMS AND CONDITIONS OF ENGAGEMENT FOR
THE PROVISION SERVICES**

CONTRACTING PARTY	Full legal name of person or entity:	
	Address:	
	Phone number:	
	Fax number:	
	E-mail address:	
	Contact person:	

By signing this document the contracting party agrees to be bound by the attached Terms and Conditions of Engagement for the Provision Services.

Dated: / /

Signed by the contracting party:

Contracting Party's signature

Name of authorised signatory

Signed by EASYRIDER NZ 2015 Limited:

EASYRIDER NZ 2015 Limited's
signature

Name of authorised signatory

EASYRIDER 2015 LIMITED TERMS AND CONDITIONS OF ENGAGEMENT FOR PROVISION OF GOODS AND SERVICES

1. **Definitions:** In these terms and conditions:

“**Business Day**” means a day other than a Saturday or a Sunday on which registered banks are open for business in, New Zealand.

“**GST**” means goods and services tax as defined in the Goods and Services Tax Act 1985.

“**Order Form**” means any validly authorised order form between us for Goods and/or Services.

“**Price**” means the price payable by you to us for the Goods as set out in each Order Form.

“**Rate**” means the rate to be paid for Services as set out in each Order Form.

“**Services**” means the services specified in each Order Form.

“**Specifications**” means the specifications of the Services as specified in each Order Form.

“**we**”, “**us**” and “**our**” means EASYRIDER NZ 2015 Limited.

“**you**” means the contracting party whose name appears on the Order Form to which these terms are attached.

2. **Interpretation:** In these terms and conditions, unless the context otherwise requires:

- (a) “\$” means New Zealand dollars;
- (b) “including” and similar words do not imply any limitation;
- (c) a reference to a party is also a reference to that party’s permitted assigns or successors; and
- (d) in the event of any inconsistency, these terms and conditions will prevail over the Order Form.

3. **Comply with Terms:** By signing the front page of this document, we and you agree to be bound by these terms and conditions.

4. **Payment for Services:** We will issue you with a valid GST invoice for the Services supplied. Payment of all invoices will be 7 days following the date of the invoice (unless agreed otherwise on the Order Form to you in the preceding month.

5. **Default interest/costs:** We may charge you interest at 2% per month (or part month) on any amounts due and unpaid. Payment of default interest is without prejudice to our other rights and remedies. If we take action to recover any moneys due from you, or to otherwise protect our interests, you agree to pay our costs (including solicitor/client costs).

6. **Disputed Invoice:** If you dispute any amount claimed in an invoice, you will provide us with any

information that we reasonably require in order to verify whether any disputed amounts are in fact correct. Within five (5) Business Days of resolution of any disputed invoice or the disputed amounts, you will pay us the amount that has been resolved as payable.

7. **Making Orders:** All orders for Services must be in writing, using our Order Form. Each Order Form must be signed by you and us, unless impractical for electronic communications, in which case the staff member that authorised the Order Form must be able to be positively identified. These terms and conditions apply to each order. In the event of any inconsistency, these terms and conditions will prevail over the terms of any Order Form.

8. **Representations:** In performing the Services we will:

- (a) Perform our obligations under these terms and conditions with care, skill and diligence;
- (b) Ensure that only staff and permitted contractors that have the necessary skills, experience and qualifications undertake the work;
- (c) Provide the Services in accordance with the Specifications and your reasonable instructions;
- (d) Ensure that the Services are completed in a timely manner;
- (e) Comply with any reasonable instructions that you give us, including instructions in relation to health and safety, security and any other operational matters;
- (f) Comply with all applicable statutes, by-laws and regulations.

9. **Warranties:** We warrant that:

- (a) We have the necessary skills, experience, facilities and qualified staff available to perform our obligations under these terms and conditions;
- (b) We will advise you of any circumstances that may materially limit or affect our ability to comply with our obligations under these terms and conditions.

10. **Extent of Liability:** Your Safety, wellbeing and enjoyment are our prime responsibility and concern. New Zealand’s Accident Compensation Commission covers your personal medical needs in the event of accident. If however something spoils your trip, accident, departure from itinerary, bad weather, or whatever, we will do our very best to rectify but in no way will we personally, or our company be liable for anything beyond our control, or which arises as the result of a decision we or any of our staff made at the time believing it would be for the best. Our vehicles are all in very good order and well serviced, however the specialized nature of our tours and vehicle means we may not quickly be able to have a fully suitable replacement vehicle available. Should a

breakdown necessitate a hold up or departure from itinerary, we will do our very best for you but will not be required to make a refund nor be liable. We are not responsible in any circumstances for any indirect, consequential or special loss, loss of profits or economic loss

11. **Limitation of liability:** If, notwithstanding clause 100, we are found to be liable to you in any circumstances then the maximum combined amount we will be liable for to you under any Order Form shall be the price paid by you to us for the Services and/or Goods under the Order Form.
12. **Consumer Guarantees Act:** If you are a consumer (as defined in the Consumer Guarantees Act 1993 ("CGA")) nothing in these terms limits or excludes any right you have under the CGA. Where you acquire Services and/or Goods from us that are for the purposes of a business or are for re-sale or supply to other persons in trade, you agree that the CGA does not apply to our supply to you.
13. **Claims process:** Any claim in respect of defects in the Services must be submitted in writing setting out the alleged problem within 7 days of the date of delivery. We will investigate your claim and confirm whether or not your claim is accepted within 30 days of us receiving your written claim. If you do not make the claim within the 7 day period (time being of the essence) you are deemed to have accepted the Services supplied, conformity of the order and to have waived any right to reject the Services or claim compensation or any other remedy.
14. **Force Majeure:** No failure or omission by any party to carry out or observe any of these terms or conditions including the obligation to pay money will, except as expressly provided to the contrary in these terms and conditions, give rise to any claim against the party in question or be deemed a breach of these terms and conditions if such failure or omission arises from any cause reasonably beyond the control of such party provided that this clause will not extend to excuse the consequences of insolvency or financial difficulty.
15. **Termination for default:** Either party may terminate these terms and conditions with immediate effect by giving written notice of termination to the other party ("**Defaulting Party**"):
 - (a) If the Defaulting Party breaches any provision of these terms and conditions and fails to remedy that breach within five (5) Business Days after written notice requiring it to do so;
 - (b) If the Defaulting Party breaches any provision of these terms and conditions which is not capable of remedy;
 - (c) On the occurrence of any of the following events:
 - (i) The Defaulting Party is incapable of carrying out its obligations under these terms and conditions for a period of more than ten (10) Business Days;
 - (ii) The Defaulting Party ceases to carry on business;
 - (iii) The Defaulting Party is unable to pay its debts as they become due;
 - (iv) Any step is taken to enter into any arrangement between the Defaulting Party and its creditors; or
 - (v) Any step is taken to appoint a receiver, a trustee or manager (including a statutory manager), a liquidator, an administrator or other like person of the whole or part of the Defaulting Party's assets, operations or business.
16. **Termination without cause:** Either party may terminate these terms and conditions at any time by giving written notice to the other party, in which case termination will be effective on the 5th Business Day following receipt of such notice.
17. **Consequences of Termination:** On termination under either clause 15 or 16, you will be liable to pay for any outstanding invoices and to pay for Goods delivered and/or Services performed by us up to the date of termination. Termination of these terms and conditions will not affect any rights or remedies each party may have accrued prior to the date of termination.
18. **Survival:** Clauses 10 and 11 (Extent of Liability and Limitation of Liability), and any other provision that is intended by its nature to survive termination, will survive the termination or expiry of these terms and conditions.
19. **Information:** You authorise us to disclose any information provided to us to any person or organisation for the purpose of assessing your credit worthiness. The Privacy Act 1993 may entitle you to have access to, and if necessary, to request the correction of any personal information that we hold about you.
20. **Miscellaneous:** These terms prevail over the terms of any Order Form or terms or contracts submitted by you. No variation to these terms shall be effective unless it is in writing and signed by us. No delay or failure by us to act or insist on any right shall be regarded as a waiver and every right remains enforceable and may be exercised by us at any time.
21. **Relationship:** Nothing in these terms and conditions will create, constitute or evidence any partnership, joint venture, agency, trust or employer/employee relationship between the parties.
22. **Changes:** We reserve the right to alter these terms and conditions by giving you 30 days prior written notice.
23. **Governing Law:** These terms and conditions are governed by New Zealand law.

