



Spill Training & Consultancy Ltd

TERMS OF TRADE

1. Definitions

- 1.1 Spill Training & Consultancy Ltd (ST&C) or any agents or employees thereof
- 1.2 "Client" shall mean the Client, any person acting on behalf and with the authority of the Client or any person purchasing products and services from ST&C
- 1.3 "Goods" shall mean:
 - 1.3.1 All Goods supplied by ST&C to the Client and
 - 1.3.2 All inventory of the Client that is supplied by ST&C
 - 1.3.3 All Goods supplied by ST&C and further identified in any invoice issued by ST&C to the Client, which invoices are deemed to be incorporated into and form part of this agreement and
 - 1.3.4 All Goods are marked as having been supplied by ST&C or that are stored by the Client in a manner that enables them to be identified as having been supplied by ST&C and
 - 1.3.5 All of the Client's present and after-acquired Goods that ST&C has supplied products or services or materials supplied or financed by ST&C have been attached or incorporated
 - 1.3.6 The above definitions may overlap but each is independent of and does not limit the others. Goods and Services shall mean all goods, products, services and advice provided by ST&C to the Client and shall include without limitation any absorbent product, spill kits of any description, templates and training material with ST & C's branding and all associated goods and services and all charges for labour, hire charges, insurance charges, contractor charges or any fee or charge associated with the supply of "Goods and Services" by ST&C to the Client.
 - 1.3.7 Any liability against ST&C for any product, Goods or Services purchased by the Client from ST&C and used in an incorrect or unsafe manner after suitable advice or training given, offered but not accepted by the Client is withdrawn once the sale is made.
 - 1.3.8 "Price" shall mean the cost of the Goods and Services as agreed between ST&C and the Client and includes all disbursements e.g., charges ST&C pay to others on the Client's behalf subject to Clause 4 of this agreement.

2. Collection and Use of Information

- 2.1 The Client authorizes ST&C to collect, retain and use any information about the Client for the purpose of assessing the Client's credit worthiness, enforcing any rights under this contract or marketing any Goods and Services provided by ST&C to any other party.
- 2.2 The Client authorizes ST&C to disclose any information obtained to any person for the purposes set out in clause 2.1
- 2.3 Where the Client is a natural person the authorities under clauses 2.1 and 2.2 are authorities or consents for the purposes of the Privacy Act 1993.

3. Price

- 3.1 Where no price is stated in writing or agreed to orally the Goods and Services shall be deemed to be sold at the current amount as such Goods and Services are sold by ST&C at the time of the contract.
- 3.2 The price may be increased by the amount of any reasonable increase in the cost of the supply of the Goods and Services that is beyond the control of ST&C between the date of the contract and the delivery of the Goods and Services.

4. Payment

- 4.1 Unless otherwise agreed payment for Goods and Services shall be made either:
 - 4.1.1 **Payment in full at time of booking (preferred method)**
 - 4.1.2 **Partial Payments are required..50% at time of booking & balance after delivery of training**
 - 4.1.3 **By the date or terms stated in on each invoice ("the due date") unless otherwise stipulated due to Clients previous history.**
- 4.2 **Interest may be charged on any amount owing after the due date at the rate of 20% per month or part thereof.**
- 4.3 Any expenses, disbursements and legal costs incurred by ST&C in the enforcement of any rights contained in this contract shall be paid by the client, including any reasonable solicitors fees or debt collection agency fees.
- 4.4 Receipt of a cheque, bill of exchange or any other negotiable instrument shall not constitute payment until such negotiable instrument is paid in full.
- 4.5 Disputes over supply and non payment of goods or services shall be rejected outright as we do not and will not supply goods or services without approval.

5. Title and Security

- 5.1 Title in any Goods and Services supplied by ST&C passes to the Client only when the Client has made payment in full for all Goods and Services provided by ST&C Ltd and all other sums due to ST&C have been paid in full, ST&C has a security interest in all Goods and Services.
- 5.2 The Client gives ST&C irrevocable authority to enter any premises occupied by the Client or on which Goods and Services are situated at any reasonable time after default by the Client or before default if ST&C believes a default is likely and to remove and repossess any Goods and Services and any other property to which

Goods and Services are incorporated. ST&C shall not be liable for any costs, damages, expenses or losses incurred by the Client or any third party as a result of this action, nor liable in contract or law or otherwise in any way, whatsoever, unless by statute such liability cannot be excluded.

- 5.3 Where Goods and Services are retained by ST&C pursuant to clause 6.3 Client waives the right to receive notice under s. 120 of the Personal Property Securities Act 1999 (PPSA) and to object under S. 121 of the PPSA.
- 5.4 The following shall constitute default by the Client:
 - 5.4.1 Non-payment of any sum by the due date.
 - 5.4.2 The Client intimates that it will not pay any sum by the due date.
 - 5.4.3 Any Goods and Services are seized by any other creditor of the Client or any other creditor intimates that it intends to seize Goods or Services.
 - 5.4.4 The Client is bankrupted or put into liquidation or a receiver is appointed to any of the Client's assets of a Landlord distains against any of the Client's possessions.
 - 5.4.5 Any Goods and Services in the possession of the Client are materially damaged while any sum due to the Client to ST&C remains unpaid.
 - 5.4.6 Any material adverse change in the financial position of the Client.
- 5.5 If the Client Repossession Act applies to any transaction between the Client and ST&C the Client has the rights provided in that Act despite anything contained in these terms of trade.
- 5.6 The Client waives its right of a verification statement confirming registration of a financing statement or financing change statement relating to a security interest created by this document.

6. Liability

- 6.1 The Consumer Guarantees Act 1993, the Fair Trading Act 1996 and any other statutes may imply warranties or conditions or impose obligations upon ST&C 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 by ST&C. ST&C 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.
- 6.2 Except as otherwise provided by Clause 8.1 ST&C shall not be liable for:
 - 6.2.1 Any loss or damage of any kind whatsoever including consequential loss whether suffered or incurred by the client or another person and whether in contract or tort (including negligence) or otherwise and irrespective of whether such loss or damage arises directly or indirectly from Goods and Services provided ST&C to the Client.
 - 6.2.2 The Client shall indemnify ST&C against all claims and loss of any kind whatsoever however caused or arising and without limiting the generality of the foregoing of this clause whether caused or arising of the negligence of ST&C or otherwise, brought by any person in connection with any matter, act, omission or error by ST&C its agents or employees in connection with Goods and Services.

7. Copyright and Intellectual Property

- 7.1 ST&C owns all and has copyright in all designs, data, products, specifications, promotional material, instruction sheets and any other material created by ST&C in connection with the goods and services provided pursuant to this contract and the Client may use the Goods and Services only if paid for in full and for the purpose for which they were intended and supplied by ST&C.

8. Consumer Guarantees Act

- 8.1 The guarantees contained in the Consumer Guarantees Act 1993 are excluded where the client acquires Goods and Services from ST&C for the purposes of a business in terms of section 2 and 43 of that act.

9. Miscellaneous

- 9.1 Failure by ST&C to enforce any of the terms contained in this contract shall not be deemed to be a waiver of any of the rights or obligations ST&C has under this contract.
- 9.2 ST&C shall not be liable for delay or failure to perform its obligations of the cause of the delay or failure is beyond its control.
- 9.3 Acceptance by the Client of the prices quoted also includes agreement to make payment as per the terms outlined on the invoice despite the payment procedures of the client
- 9.4 ST&C are not liable for providing refunds for training paid for unless special circumstances are discussed. If a customer does not send the amount of attendees that they paid for ST&C will happily rebook another suitable time at no extra cost to the customers. If after several attempts of this are unsuccessful other arrangements will be made except for refunds.



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