

Festival Hire – Terms & Conditions of Trade

1. Definitions

- 1.1 "Contract" means the terms and conditions contained herein, together with any Quotation, order, invoice or other document or amendments expressed to be supplemental to this Contract.
- 1.2 "Festival Hire" shall mean Festival Hire Wairarapa 2017 Limited T/A Festival Hire, its successors and assigns or any person acting on behalf of and with the authority of Festival Hire Wairarapa 2017 Limited T/A Festival Hire.
- 1.3 "Client" means the person/s, entities or any person acting on behalf of and with the authority of the Client requesting Festival Hire to provide the Services as specified in any proposal, quotation, order, invoice or other documentation, and:
- (a) if there is more than one Client, is a reference to each Client jointly and severally; and
- (b) if the Client is a partnership, it shall bind each partner jointly and severally; and
- (c) if the Client is a part of a Trust, shall be bound in its capacity as a trustee; and
- (d) includes the Client's executors, administrators, successors and permitted assigns.
- 1.4 "Equipment" shall mean all Equipment (including any accessories) supplied on hire by Festival Hire to the Client (and where the context so permits shall include any incidental supply of services). The Equipment shall be as described on the invoices, quotation, authority to hire, or any other work authorisation forms as provided by Festival Hire to the Client.
- 1.5 "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 Festival Hire to the Client.
- 1.6 "Confidential Information" means information of a confidential nature whether oral, written or in electronic form including, but not limited to, this Contract, either party's intellectual property, operational information, know-how, trade secrets, financial and commercial affairs, contracts, client information (including but not limited to, "Personal Information" such as: name, address, D.O.B, occupation, driver's license details, electronic contact (email, Facebook or Twitter details), medical insurance details or next of kin and other contact information (where applicable), previous credit applications, credit history) and pricing details.
- 1.7 "Price" means the cost of the hire (this includes any Goods and Services Tax ("GST") where applicable) for the Equipment as agreed between Festival Hire and the Client in accordance with clause 5 below.

2. Acceptance

- 2.1 The Client is taken to have exclusively accepted and is immediately bound, jointly and severally, by these terms and conditions if the Client places an order for or accepts delivery of the Equipment.
- 2.2 In the event of any inconsistency between the terms and conditions of this Contract and any other prior document or schedule that the parties have entered into, the terms of this Contract shall prevail.
- 2.3 Any amendment to the terms and conditions contained in this Contract may only be amended in writing by the consent of both parties.
- 2.4 The Client acknowledges that the supply of Equipment on credit shall not take effect until the Client has completed a credit application with Festival Hire and it has been approved with a credit limit established for the account.
- 2.5 In the event that the supply of Equipment request exceeds the Client's credit limit and/or the account exceeds the payment terms, Festival Hire reserves the right to refuse delivery.
- 2.6 Electronic signatures shall be deemed to be accepted by either party providing that the parties have complied with Section 226 of the Contract and Commercial Law Act 6, 2017 or any other applicable provisions of that Act or 6.1 any Regulations referred to in that Act.

3. Errors and Omissions

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

4. Change in Control

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

5. Price and Payment

- 5.1 At Festival Hire's sole discretion the Price shall be either:
- (a) the Price as at the date of delivery of the Equipment according to Festival Hire's current price list; or
- (b) Festival Hire's quoted price (subject to clause 5.2) which will be valid for the period stated in the quotation or otherwise for a period of thirty (30) days.
- 5.2 Festival Hire reserves the right to change the Price if a variation to Festival Hire's quotation is requested. Any variation from the plan of scheduled services or specifications (including, but not limited to, any variation

as a result of additional services required due to unforeseen circumstances such as poor weather conditions, limitations to accessing the site, availability of Equipment, safety considerations, or as a result of any increase to Festival Hire in the cost of Equipment and labour) will be charged for on the basis of Festival Hire's quotation and will be shown as variations on the invoice. The Client shall be required to respond to any variation submitted by Festival Hire within ten (10) working days. Failure to do so will entitle Festival Hire to add the cost of the variation to the Price. Payment for all variations must be made in full at the time of their completion.

At Festival Hire's sole discretion, a non-refundable deposit shall be required at the commencement of this Contract. The deposit may be used to offset any applicable charges payable by the Client under clause 9.4, and any outstanding balance thereof shall be due as per clause 5.5.

Deposits for bookings shall be a minimum of twenty-five percent (25%) in order to reserve the Equipment. Failure by the Client to pay a deposit may result in the requested Equipment not being available.

Time for payment for the Equipment being of the essence, the Price will be payable by the Client on the date/s determined by Festival Hire, which may be:

- (a) on delivery of the Equipment;
- (b) before delivery of the Equipment;
- (c) by way of instalments/progress payments in accordance with Festival Hire's payment schedule;
- (d) for certain approved Clients, due twenty (20) days following the end of the month in which a statement is posted to the Client's address or address for notices;
- (e) the date specified on any invoice or other form as being the date for payment; or
- (f) failing any notice to the contrary, the date which is seven (7) days following the date of any invoice given to the Client by Festival Hire.

The Client acknowledges and agrees for a final invoice to be issued (where applicable) at the completion of the hire period for charges relating to breakages, extras and any add-ons. Such invoice shall be required to be paid in full within seven (7) days of the Client being given the invoice by Festival Hire.

Payment may be made by EFTPOS, on-line banking, credit card (a surcharge per transaction may apply), or by any other method as agreed to between the Client and Festival Hire.

Festival Hire may in its discretion allocate any payment received from the Client towards any invoice that Festival Hire determines and may do so at the time of receipt or at any time afterwards. On any default by the Client Festival Hire may re-allocate any payments previously received and allocated. In the absence of any payment allocation by Festival Hire, payment will be deemed to be allocated in such manner as preserves the maximum value of Festival Hire's Purchase Money Security Interest (as defined in the PSPA) in the Equipment.

The Client shall not be entitled to set off against, or deduct from the Price, any sums owed or claimed to be owed to the Client by Festival Hire nor to withhold payment of any invoice because part of that invoice is in dispute.

Unless otherwise stated the Price includes GST. In addition, the Client 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.

Receipt by Festival Hire 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.

Hire Period

Hire charges shall commence from the time the Equipment departs from Festival Hire's premises and will continue until the return of the Equipment to Festival Hire's premises, and/or until the expiry of the Minimum Hire Period, whichever last occurs. Such charges may be based on a daily, weekend or weekly rates.

The date upon which the Client advises of termination shall in all cases be treated as a full day's hire, likewise, any Equipment not returned before 1pm on the due date shall also be treated as a full day's hire with the applicable rate being charged.

No allowance whatsoever can be made for time during which the Equipment is not in use for any reason, unless

Festival Hire confirms special prior arrangements in writing. In the event of Equipment breakdown provided the Client notifies Festival Hire immediately, hiring charges will not be payable during the time the Equipment is not working, unless the condition is due to negligence or misuse on the part of or attributable to the Client.

Off-hire receipts will only be issued when the Equipment has been either collected by Festival Hire, or returned to Festival Hire's premises.

Delivery of Equipment

Delivery ("Delivery") of the Equipment is taken to occur at the time that:

- (a) the Client or the Client's nominated carrier takes possession of the Equipment at Festival Hire's address; or
- (b) Festival Hire (or Festival Hire's nominated carrier) delivers the Equipment to the Client's nominated address even if the Client is not present at the address.

At Festival Hire's sole discretion the cost of Delivery is either included in the Price or is in addition to the Price. The Client shall provide vehicle and trolley access to facilitate the loading and unloading of the Equipment.

Additional charges may apply where stairs, stairwells, uneven and unstable ground is present.

Festival Hire may deliver the Equipment in separate instalments. Each separate instalment shall be invoiced and paid in accordance with the provisions in these terms and conditions.

Any time specified by Festival Hire for delivery of the Equipment is an estimate only and Festival Hire will not be liable for any loss or damage incurred by the Client as a result of delivery being late. However both parties agree that they shall make every endeavour to enable the Equipment to be delivered at the time and place as was arranged between both parties. In the event that Festival Hire is unable to supply the Equipment as agreed solely due to any action or inaction of the Client, then Festival Hire shall be entitled to charge a reasonable fee for redelivery and/or storage.

The Client:

- (a) acknowledges and accepts that Delivery (including erection of marquees where applicable) may take longer than estimated due to circumstances beyond Festival Hire's control such as ground conditions, distance for unloading, etc. Any additional costs incurred by Festival Hire shall be charged as an extra; and
- (b) understands the Safety Instructions and associated Operations Instructions given and/or made available by Festival Hire acknowledges it has been offered. Where required, a site evaluation or site access form has been completed.

Risk

Festival Hire retains property in the Equipment nonetheless; all risk for the Equipment passes to the Client on delivery.

The Client accepts full responsibility for the safekeeping of the Equipment and indemnifies Festival Hire for all loss theft or damage to the Equipment 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 Client.

The Client accepts full responsibility for and shall keep Festival Hire 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 Equipment during the hire period and whether or not arising from any negligence, failure or omission of the Client or any other persons.

Client's Responsibilities

The Client acknowledges and accepts that:

- (a) the Client is to confirm within fourteen (14) days of the booking the numbers and/or order;
- (b) the Client shall check the quantity of cutlery, crockery, etc. on Delivery; and
- (c) the installation and dismantling of marquees are subject to suitable weather conditions (including, but not limited to the local wind conditions and prevalent and/or forecasted weather). Where such conditions are not suitable or are deemed to be dangerous to proceed with the installation, Festival Hire reserves the right to cancel the event in the interest of safety and the Client shall indemnify Festival Hire of any loss or damages as a result of such cancellation;
- (d) all marquee or gas operated Equipment use may require a fire extinguisher to be included with the Equipment hired at the Client's cost with the Client responsible for the cost (if any) of refilling or making good the fire extinguisher if it is used for a purpose other than extinguishing a fire;
- (e) that while Festival Hire:

- (i) makes every effort to ensure that all marquees are as waterproof and weatherproof as practicable, Festival Hire will not be held responsible for any damage or inconvenience cause as a result of water or weather entering into the marquee;
- (ii) will use all methods available at the time, the Client understands however that due to Health and Safety protocols, some Equipment may not be used in adverse weather conditions and therefore, it shall be the Client's responsibility to have an alternative plan if the weather does not permit the Equipment to be used safely.

Once the marquee is erected, should strong wind, rain or storm conditions arise during the time of any event, then the Client shall be responsible to vacate the marquee, furthermore, where sloping ground allows for rain runoff to enter the marquee, Festival Hire shall not be held responsible or liable for any damages that may occur as weather conditions are outside the control of Festival Hire. No refund shall apply in these circumstances.

The Client shall:

- (a) satisfy itself at commencement/erection that the Equipment are suitable for its purposes;
- (b) at all times, keep the Equipment within their control, not assign the benefit of this agreement nor be entitled to lien over the Equipment;
- (c) not fix any of the Equipment in such a manner as to make it legally a fixture forming part of any freehold;
- (d) subject to clause 11, ensure that all persons assembling or disassembling the Equipment are suitably instructed;
- (e) only use the Equipment in suitable weather conditions, where there are no heavy winds or weather warnings;
- (f) be fully responsible for ensuring that the ground on which the Equipment will be assembled is stable, dry, clear of sharp or damaging objects, will not cause any damage to the Equipment and is not prone to flooding;

- (g) ensure that the Equipment are a safe distance from other obstructions such as trees, which may damage the Equipment or the waterproofing of the Equipment by contact and/or rubbing;
- (h) upon erecting the Equipment, ensure all lines are tight in order to avoid sagging, which may compromise the water tightness of the Equipment;
- (i) use the Equipment properly, safely, and as intended, including using all ground sheets, guy ropes, poles, zips and any other safety structures;
- (j) maintain and return the Equipment dry, clean, empty (where applicable), and in the same state with all containers and/or fabric bags as when received by the Client. In the event the Equipment are lost, not returned, damaged (including bent pegs), or unclear in any way, then cleaning, repair and/or replacement charges may apply in the amount that Festival Hire reasonably determines;
- (k) ensure the Equipment remains free from unauthorised access, use or other interference by any third party or otherwise;
- (l) 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;
- (m) not exceed the recommended or legal load and capacity limits of the Equipment;
- (n) not use or carry any illegal, prohibited or dangerous substance in or on the Equipment;
- (o) not use aerosols and chemicals, including hairspray and insect repellent, inside or near the Equipment. These substances will damage the waterproofing coating on the Equipment (where applicable);
- (p) agree that, if necessary, to clean any Equipment or soft materials belonging to Festival Hire only with a soft damp cloth. The Client further agrees to never use soap, detergents, chemicals, abrasives or rough brushes or fabrics to clean the Materials, as these will damage the waterproof coating. The Client accepts that under no circumstances are the Equipment (where applicable) to be machine washed, tumble-dried or wrung out;
- (q) not to rest items on the canvas surface of the Equipment, as this can damage the waterproofing seal;
- (r) not allow pets inside or around the Equipment;
- (s) notify Festival Hire immediately by telephone of the full circumstances of any breakage or accident. The Client is not absolved from the requirements to safeguard the Equipment by giving such notification;
- (t) indemnify and hold harmless Festival Hire in respect of all claims (including, but not limited to, loss, damage or injury) arising out of the Client's use of the Equipment.

Immediately on request by Festival Hire the Client will pay:

- (a) the new list price of any Equipment that is for whatever reason destroyed, written off or not returned to Festival Hire. The Client shall accept Festival Hire's report on all missing Equipment;
- (b) all costs incurred in cleaning the Equipment;
- (c) all costs of repairing any damage caused by the ordinary use of the Equipment up to an amount equal to seven and half percent (7.5%) of the new list price of the Equipment;
- (d) the cost of repairing any damage to the Equipment caused by the negligence of the Client or the Client's agent;
- (e) the cost of repairing any damage to the Equipment caused by vandalism, or (in Festival Hire's reasonable opinion) in any way whatsoever other than by the ordinary use of the Equipment by the Client;
- (f) any lost hire fees Festival Hire would have otherwise been entitled to for the Equipment, under this agreement, or any other hire agreement;
- (g) any insurance excess payable in relation to a claim made by the Client in relation to any damage caused by, or to, the Equipment whilst the same is hired by the Client.

Festival Hire's Right of Entry and Inspection

Festival Hire reserves the right to inspect and/or test the Equipment at any time during the hire period.

The Client authorises Festival Hire, its agents and representatives, at all times without notice to enter onto, and to remain on, (at all necessary times) any premises where the Equipment is located in order to inspect and/or collect the Equipment without being liable in any way for trespass. The Client also assigns Festival Hire all the Client's rights to enter onto, and remain on, such premises until the Equipment has been inspected and/or collected.

Assembly and/or Disassembly by Festival Hire

These terms and conditions shall be applicable where Festival Hire assembles and/or disassembles the Equipment:

- (a) the Client will be responsible for:
- (i) providing Festival Hire:
- (A) with all required information about the environment, including, but not limited to the precise location of all underground services on the site and clearly mark the same. The underground mains and services the Client must identify include, but are not limited to, electrical services, gas services, sewer services, pumping services, sewer connections, sewer sludge mains, water mains, irrigation pipes, telephone cables, fibre optic cables, oil pumping mains, and any other services that

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may be on the site, and whilst Festival Hire will take all care to avoid damage to any underground services the Client agrees to indemnify Festival Hire in respect of all and any liability claims, loss, damage, costs and fines as a result of damage to services not precisely located and notified as per this sub-clause;		(c) not register, or permit to be registered, a financing statement or a financing change statement in relation to the Equipment and/or collateral (account) in favour of a third party without the prior written consent of Festival Hire; and	(c) the Client 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	(c) by sending it by registered post to the address of the other party as stated in this Contract;
(B) any Health and Safety notifications.		(d) immediately advise Festival Hire of any material change in its business practices of selling the Equipment which would result in a change in the nature of proceeds derived from such sales.	(d) a receiver, manager, liquidator (provisional or otherwise) or similar person is appointed in respect of the Client or any asset of the Client.	(d) if sent by email to the other party's last known email address.
(i) ensuring that there is adequate access, time and space for set-up, delivery, pack-up, pick-up and that the designated area is safe and free of obstructions or hazards;	13.3	Festival Hire and the Client agree that nothing in sections 114(1)(a), 133 and 134 of the PPSA shall apply to these terms and conditions.	20.1	Any notice that is posted shall be deemed to have been served, unless the contrary is shown, at the time when by the ordinary course of post, the notice would have been delivered.
(ii) ensuring that the appropriate permissions to use the site, and install and remove the Equipment, are granted, and informing any site owner of the potential property disturbance which may arise from the Equipment or the setup thereof.	13.4	The Client waives its rights as a debtor under sections 116, 120(2), 121, 125, 126, 127, 129, 131 and 132 of the PPSA.		
(b) the Client and Festival Hire shall comply with the provisions of all statutes, regulations and bylaws of government, local and other public authorities that may affect the hire of the Equipment;	13.5	Unless otherwise agreed to in writing by Festival Hire, the Client waives its right to receive a verification statement in accordance with section 148 of the PPSA.	20.2	
(c) The Client shall obtain (at the expense of the Client) all licenses and approvals that may be required for the Equipment and shall indemnify Festival Hire against any loss or fine imposed on Festival Hire as a result of any alleged or actual non-compliance with this clause or any term or condition of any such permit or licence;	13.6	The Client shall unconditionally ratify any actions taken by Festival Hire under clauses 13.1 to 13.5.		
(d) Festival Hire will under no circumstances be held liable for damage to items left in, or around, the Equipment;	14.1	Security and Charge		Trusts
(e) in the event of any delays due to free access being unavailable, the Client shall reimburse Festival Hire for all associated costs (including, but not limited to, lost hire fees and labour costs, which will be charged at reasonable, or at Festival Hire's prevailing, rates;	14.2	In consideration of Festival Hire agreeing to supply the Equipment, the Client 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 Client either now or in the future, to secure the performance by the Client of its obligations under these terms and conditions (including, but not limited to, the payment of any money).	20.3	If the Client at any time upon or subsequent to entering in to the Contract is acting in the capacity of trustee of any trust ("Trust") then whether or not Festival Hire may have notice of the Trust, the Client covenants with Festival Hire as follows:
(f) the risk of security and all weather related risk remains with the Client until the Equipment is actually disassembled by Festival Hire.	14.3	The Client indemnifies Festival Hire from and against all Festival Hire's costs and disbursements including legal costs on a solicitor and own client basis incurred in exercising Festival Hire's rights under this clause.	21.1	(a) the Contract extends to all rights of indemnity which the Client now or subsequently may have against the Trust and the trust fund;
	15.1	The Client irrevocably appoints Festival Hire and each director of Festival Hire as the Client'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 Client's behalf.		(b) the Client has full and complete power and authority under the Trust to enter into the Contract and the provisions of the Trust do not purport to exclude or take away the right of indemnity of the Client against the Trust or the trust fund. The Client will not release the right of indemnity or commit any breach of trust or be a party to any other action which might prejudice that right of indemnity;
12. Title		Defects		(c) the Client will not without consent in writing of Festival Hire (Festival Hire will not unreasonably withhold consent), cause, permit, or suffer to happen any of the following events:
12.1 The Equipment is and will at all time remain the absolute property of Festival Hire.		The Client shall inspect the Equipment on delivery and shall within twenty-four (24) hours of delivery (time being of the essence) notify Festival Hire of any alleged defect, shortage in quantity, damage or failure to comply with the description or quote. The Client shall afford Festival Hire an opportunity to inspect the Equipment within a reasonable time following delivery if the Client believes the Equipment are defective in any way. If the Client shall fail to comply with these provisions the Equipment shall be presumed to be free from any defect or damage with any reports of damage or defective Equipment after this time, the Client shall be responsible for any costs incurred for repair of the Equipment. For defective Equipment notified within the timeframe, which Festival Hire has agreed in writing that the Client is entitled to reject, Festival Hire's liability is limited to either (at Festival Hire's discretion) replacing the Equipment.	21.2	(i) the removal, replacement or retirement of the Client as trustee of the Trust;
12.2 If the Client fails to return the Equipment to Festival Hire then Festival Hire or Festival Hire's agent may (as the invitee of the Client) enter upon and into land and premises owned, occupied or used by the Client, or any premises where the Equipment is situated and take possession of the Equipment, without being responsible for any damage thereby caused.		Warranty		(ii) any alteration to or variation of the terms of the Trust;
12.3 The Client is not authorised to pledge Festival Hire's credit for repairs to the Equipment or to create a lien over the Equipment in respect of any repairs.		No warranty is given by Festival Hire as to the quality or suitability of the Equipment for any purpose and any implied warranty is expressly excluded. The Client shall indemnify and hold harmless Festival Hire in respect of all claims arising out of the use of the Equipment.		(iii) any advancement or distribution of capital of the Trust; or
12.4 The Equipment are, and will at all times remain, the absolute property of Festival Hire, however the Client accepts full responsibility for:		Consumer Guarantees Act 1993		(iv) any resettlement of the trust property.
(a) the safekeeping of the Equipment and indemnifies Festival Hire for all loss, theft, or damage to the Equipment 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 Client; and	16.1	If the Client is acquiring Equipment for the purposes of a trade or business, the Client acknowledges that the provisions of the Consumer Guarantees Act 1993 do not apply to the supply of Equipment by Festival Hire to the Client.		
(b) shall keep Festival Hire 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 Equipment during the hire period and whether or not arising from any negligence, failure or omission of the Client or any other persons; and	17.1	Intellectual Property		General
(c) the Client is not authorised to pledge Festival Hire credit for repairs to the Equipment or to create a lien over the Equipment in respect of any repairs.	18.1	The Client agrees that Festival Hire may (at no cost) use for the purposes of marketing or entry into any competition, any photographs, documents, designs, drawings or Equipment which Festival Hire has created for the Client.	21.3	The failure by either party to enforce any provision of these terms and conditions shall not be treated as a waiver of that provision, nor shall it affect that party's 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.
12.5 Furthermore, the Client will insure, or self-insure, Festival Hire's interest in the Equipment against physical loss or damage including, but not limited to, the perils of accident, fire, theft and burglary and all other usual risks and will affect adequate Public Liability Insurance covering any loss, damage or injury to property arising out of the Equipment. In addition, the Client will not use the Equipment nor permit them to be used in such a manner as would permit an insurer to decline any claim.	19.1	Default and Consequences of Default		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 Masterton Court.
12.6 If the Client fails to return the Equipment to Festival Hire, then Festival Hire or Festival Hire's agent may (as the invitee of the Client) enter upon and into land and premises owned, occupied or used by the Client, or any premises where the Equipment are situated and take possession of the Equipment, without being responsible for any damage thereby caused.	19.2	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 Festival Hire's sole discretion such interest shall compound monthly at such a rate) after as well as before any judgment.		Festival Hire shall be under no liability whatsoever to the Client for any indirect and/or consequential loss and/or expense (including loss of profit) suffered by the Client arising out of a breach by Festival Hire of these terms and conditions (alternatively Festival Hire's liability shall be limited to damages which under no circumstances shall exceed the Price of the Equipment).
13. Personal Property Securities Act 1999 ("PPSA")		If the Client owes Festival Hire any money the Client shall indemnify Festival Hire from and against all costs and disbursements incurred by Festival Hire in recovering the debt (including but not limited to internal administration fees, legal costs on a solicitor and own client basis, Festival Hire's collection agency costs, and bank dishonour fees).	22.1	Festival Hire may licence and/or assign all or any part of its rights and/or obligations under this Contract without the Client's consent.
13.1 Upon assenting to these terms and conditions in writing the Client acknowledges and agrees that:		Further to any other rights or remedies Festival Hire may have under this Contract, if a Client has made payment to Festival Hire, and the transaction is subsequently reversed, the Client shall be liable for the amount of the reversed transaction, in addition to any further costs incurred by Festival Hire under this clause 19 where it can be proven that such reversal is found to be illegal, fraudulent or in contravention to the Client's obligations under this Contract.	22.2	The Client cannot licence or assign without the written approval of Festival Hire.
(a) these terms and conditions constitute a security agreement for the purposes of the PPSA; and	19.3	Without prejudice to Festival Hire's other remedies at law Festival Hire shall be entitled to cancel all or any part of any order of the Client which remains unfulfilled and all amounts owing to Festival Hire shall, whether or not due for payment, become immediately payable if:		Festival Hire may elect to subcontract out any part of the Services but shall not be relieved from any liability or obligation under this Contract by so doing. Furthermore, the Client agrees and understands that they have no authority to give any instruction to any of Festival Hire's sub-contractors without the authority of Festival Hire.
(b) a security interest is taken in all Equipment and/or collateral (account) – being a monetary obligation of the Client to Festival Hire for Services – that have previously been supplied and that will be supplied in the future by Festival Hire to the Client.	19.4	(a) any money payable to Festival Hire becomes overdue, or in Festival Hire's opinion the Client will be unable to make a payment when it falls due;		The Client agrees that Festival Hire may amend their general terms and conditions for subsequent future Contracts with the Client by disclosing such to the Client in writing. These changes shall be deemed to take effect from the date on which the Client accepts such changes, or otherwise at such time as the Client makes a further request for Festival Hire to provide Equipment to the Client.
13.2 The Client undertakes to:		(b) the Client has exceeded any applicable credit limit provided by Festival Hire;		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.
(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 Festival Hire may reasonably require to register a financing statement or financing change statement on the Personal Property Securities Register;				Both parties warrant that they have the power to enter into this Contract and have obtained all necessary authorisations to allow them to do so, they are not insolvent and that this Contract creates binding and valid legal obligations on them.
(b) indemnify, and upon demand reimburse, Festival Hire for all expenses incurred in registering a financing statement or financing change statement on the Personal Property Securities Register or releasing any Equipment charged thereby;				