

TERMS AND CONDITIONS

Prior to filling out and signing any of the forms found here, please ensure you fully understand all the Terms and Conditions of using Keswick Christian Camp.

Keswick Christian Camp – Terms & Conditions of Trade

1. Definitions

- 1.1 **"Booking Form"** means the application form to be read in conjunction with these terms and conditions. A minimum number charge is applicable, and will be specified in the Booking Form
- 1.2 **"Camp"** means the site of the camp, which the Camper is attending, as detailed in the Booking Form.
- 1.3 **"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.
- 1.4 **"Cookies"** means small files which are stored on a user's computer. They are designed to hold a modest amount of data (including Personal Information) specific to a particular client and website and can be accessed either by the web server or the client's computer. **If the Hirer does not wish to allow Cookies to operate in the background when using Keswick's website, then the Hirer shall have the right to enable / disable the Cookies first by selecting the option to enable / disable provided on the website, prior to making enquiries via the website.**
- 1.5 **"Deposit"** means the deposit specified by Keswick on the Registration Form, or any published literature relating to the Services.
- 1.6 **"Fees"** means the Fees payable (plus any Goods and Services Tax ("GST") where applicable) for the Services as agreed between Keswick and the Hirer in accordance with clause 5 of this Contract.
- 1.7 **"Group"** means the people (or any individual) who will be attending the Camp as specified in the Booking Form.
- 1.8 **"Hirer"** means the person/s, entities or any person acting on behalf of and with the authority of the Hirer requesting Keswick to provide the Services as specified in any proposal, quotation, order, invoice or other documentation, and:
 - (a) if there is more than one Hirer, is a reference to each Hirer jointly and severally; and
 - (b) if the Hirer is a partnership, it shall bind each partner jointly and severally; and
 - (c) if the Hirer is a part of a Trust, shall be bound in their capacity as a trustee; and
 - (d) includes the Hirer's executors, administrators, successors and permitted assigns.
- 1.9 **"Incidental Items"** means any goods, documents, designs, drawings, or materials supplied, consumed, created or deposited incidentally by Keswick in the course of it conducting, or supplying to the Hirer, any Services.
- 1.10 **"Keswick"** means Rotorua Keswick Convention Inc. T/A Keswick Christian Camp, its successors and assigns.
- 1.11 **"Services"** means all Services supplied by Keswick to the Hirer at the Hirer's request from time to time.

2. Acceptance

- 2.1 The parties acknowledge and agree that:
 - (a) they have read and understood the terms and conditions contained in this Contract; and
 - (b) the parties are taken to have exclusively accepted and are immediately bound, jointly and severally, by these terms and conditions if the Hirer places an order for, or accepts Services provided by Keswick.
- 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 Hirer acknowledges that the supply of Services on credit shall not take effect until the Hirer has completed a credit application with Keswick and it has been approved with a credit limit established for the account.
- 2.5 In the event that the supply of Services requested exceeds the Hirer's credit limit and/or the account exceeds the payment terms, Keswick reserves the right to refuse delivery.
- 2.6 The Hirer acknowledges and agrees:
 - (a) bookings are accepted at the discretion of Keswick, and are not transferable; and
 - (b) the Hirer shall fully complete the Booking Form and, at the Hirer's own cost, supply Keswick with all necessary/requested information required by Keswick in connection with the Services.
- 2.7 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 2017 or any other applicable provisions of that Act or any Regulations referred to in that Act.

3. Errors and Omissions

- 3.1 The Hirer acknowledges and accepts that Keswick 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 Keswick 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 Keswick 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 Keswick; the Hirer:
 - (a) shall not be entitled to treat this Contract as repudiated nor render it invalid; but
 - (b) shall not be responsible for any additional costs incurred by Keswick arising from the error or omission.

4. Change in Control

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

5. Fees and Payment

- 5.1 At Keswick's sole discretion, the Fees shall be either:
- (a) as indicated on any invoice provided by Keswick to the Hirer; or
 - (b) Keswick's quoted Fees (subject to clause 5.2) which are based on Keswick's current rates and will be valid for the period stated in the Registration Form.
- 5.2 Keswick reserves the right to change the Fees:
- (a) if a variation to the Services which are to be supplied is requested/required (including, but not limited to, any change to the booked number of the Group as per clause 5.5); or
 - (b) in the event of any damage to the Camp (including any equipment), caused by the Group.
- 5.3 Variations will be charged for on the basis of Keswick's quotation, and will be detailed in writing, and shown as variations on Keswick's invoice. The Hirer shall be required to respond to any variation submitted by Keswick within ten (10) working days. Failure to do so will entitle Keswick to add the cost of the variation to the Fees. Payment for all variations must be made in full at the time of their completion.
- 5.4 At Keswick's sole discretion, a reasonable non-refundable deposit shall be required upon registration.
- 5.5 Keswick reserves the right to increase their rates or charge the Hirer a minimum of eighty percent (80%) of the quoted Fees, where Group numbers are lesser than the amount originally specified on the Booking Form.
- 5.6 Time for payment for the Services being of the essence, the Fees will be payable by the Hirer on the date/s determined by Keswick, which may be:
- (a) prior to the Group's arrival at the Camp;
 - (b) the date specified on any invoice or other form as being the date for payment; or
 - (c) failing any notice to the contrary, the date which is fourteen (14) days following the date of any invoice given to the Hirer by Keswick.
- 5.7 Payment may be made by cash, electronic/on-line banking, or by any other method as agreed to between the Hirer and Keswick.
- 5.8 Keswick may in its discretion allocate any payment received from the Hirer towards any invoice that Keswick determines and may do so at the time of receipt or at any time afterwards.
- 5.9 The Hirer shall not be entitled to set off against, or deduct from the Fees, any sums owed or claimed to be owed to the Hirer by Keswick nor to withhold payment of any invoice because part of that invoice is in dispute. Once in receipt of an invoice for payment, if any part of the invoice is in dispute, then the Hirer must notify Keswick in writing within three (3) business days, the invoice shall remain due and payable for the full amount, until such time as Keswick investigates the dispute claim, no credit shall be passed for refund until the review is completed. Failure to make payment may result in Keswick placing the Hirer's account into default and subject to default interest in accordance with clause 17.1.
- 5.10 Unless otherwise stated the Fees does not include GST. In addition to the Fees, the Hirer must pay to Keswick an amount equal to any GST Keswick must pay for any supply by Keswick under this or any other agreement for providing Keswick's Services. The Hirer must pay GST, without deduction or set off of any other amounts, at the same time and on the same basis as the Hirer pays the Fees. In addition, the Hirer must pay any other taxes and duties that may be applicable in addition to the Fees except where they are expressly included in the Fees.

6. Designated Representative

- 6.1 On arrival, the Hirer must nominate one person to act as the Hirer's duly authorised representative and take responsibility for the Group's use of the Camp. That representative:
- (a) must be contactable by mobile at all times that the Group is onsite; and
 - (b) shall have the full authority of the Hirer to act on the Hirer's behalf (including the authority to request any variation to the Services).
- 6.2 In the event that the Hirer's duly authorised representative as per clause 6.1 is to have only limited authority to act on the Hirer's behalf then the Hirer must specifically and clearly advise Keswick in writing of the parameters of the limited authority granted to their representative.
- 6.3 The Hirer specifically acknowledges and accepts that they will be solely liable to Keswick for all additional costs incurred by Keswick (including Keswick's profit margin) in providing any Services or variation/s requested by the Hirer's duly authorised representative (subject always to the limitations imposed under clause 6.2 (if any)).

7. Meals

- 7.1 The Hirer acknowledges that:
- (a) Keswick will provide the Group with nutritional meals. If any of the Group rejects the provided meal, Keswick shall not be responsible for the daily nutritional needs of the individual(s);

- (b) any special dietary requirements of the Group are to be advised to Keswick in advance of their arrival. Keswick will use all reasonable endeavours to accommodate such requirements and, where this is not possible, inform the Hirer of the same;
- (c) some foods may cause an allergic reaction in certain people due to intolerance of some ingredients. If the Group has any known allergies, or is intolerant of any food, it is the Hirer's responsibility to report this to Keswick upon registration, and certainly before consuming any food prepared by Keswick. Keswick shall not be liable where the Hirer, or the Group, have failed to notify Keswick of an allergy or food intolerance and becomes ill as a result of eating foods which they are allergic or intolerant to. Furthermore, and irrespective of any notification provided to Keswick of any food allergies or intolerances, it remains the Hirer's, and/or the Group's, decision as to whether or not to consume any particular food items and do so at their own risk.

8. Property Damage and Loss

- 8.1 The Hirer acknowledges:
 - (a) all breakages and losses to the Camp's property or equipment, are to be reported to Keswick immediately, and will be invoiced to the Hirer;
 - (b) Keswick takes no responsibility for the loss or damage to personal property of the Group.
- 8.2 Where the Group has left any personal property at the Camp upon completion of the Services, Keswick shall provide written notice to the Hirer of the same, and advise the Hirer that, unless collected within fourteen (14) days of the date that such notice is given, the property of the Group shall be forfeited to Keswick without payment or compensation. If the Hirer fails to comply with such notice, ownership of the Group's property left at the Camp shall immediately pass to Keswick.

9. Camp Rules and Procedures

- 9.1 It is the responsibility of the Hirer to ensure that:
 - (a) they nominate at least one (1) competent leader as per clause 6. Keswick recommends a ratio of one (1) leader to ten (1) Campers (1:10). Whilst Keswick, or their sub-contracted outdoor activity providers, may instruct, lead, demonstrate or assist in an activity, it shall be the leader's responsibility to supervise the Group at all times; and
 - (b) the Group understand and follow the Camp Rules and Procedures as outlined herein.
- 9.2 The Hirer acknowledges and agrees:
 - (a) the Camp is to be maintained in a clean condition by the Group. The Hirer must provide duty groups to set and clear tables for each meal, and to wash the dishes. Other daily cleaning duties may be required and will be as specified by Keswick;
 - (b) that, for the health and safety of the Group, the number of people sleeping per room must not exceed the number of beds;
 - (c) individual members of the Group are required to respect each other, other's personal property and the Camp;
 - (d) all noise shall cease by 10:00pm;
 - (e) the Group is only permitted to access the building on the Camp to which they have been allocated;
 - (f) workshops, private residences, and surrounding property are strictly out of bounds;
 - (g) all vehicle parking is strictly at the owner's risk, and only in areas as directed or sign-posted;
 - (h) vehicle speed restrictions are applicable, and are strictly enforced;
 - (i) the Group must make themselves familiar with the emergency procedure notices, which are posted around the Camp;
 - (j) no fire, or BBQ, may be lit on the Camp premises without the prior consent of Keswick;
 - (k) not tamper with, or remove, extinguishers and smoke detectors located around the Camp;
 - (l) fire restriction and total fire ban days must be strictly observed;
 - (m) there is no smoking, vaping, alcohol or non-prescribed drug consumption in all buildings and on the Camp premises;
 - (n) to inform Keswick of any calls to emergency services in order to make the business telephone available; and
 - (o) first aid is the responsibility of the Group, who must provide their own first aid equipment and trained staff.

10. Limitation of Liability

- 10.1 Keswick shall not accept, and the Hirer agrees to indemnify Keswick against, any liability for any loss or damage to the property, or death or illness of, or injury to, the Group, unless caused by Keswick's negligence.

11. Title

- 11.1 Keswick and the Hirer agree that where it is intended that the ownership of Incidental Items is to pass to the Hirer that such ownership shall not pass until:
 - (a) the Hirer has paid Keswick all amounts owing for the Services; and
 - (b) the Hirer has met all other obligations due by the Hirer to Keswick in respect of all Contracts between Keswick and the Hirer.
- 11.2 Receipt by Keswick 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 and until then Keswick's ownership in the Incidental Items or rights in respect of the Services shall continue.
- 11.3 It is further agreed that:
 - (a) the Hirer is only a bailee of the Incidental Items and must return the Incidental Items to Keswick immediately upon request by Keswick;

- (b) the Hirer holds the benefit of the Hirer's insurance of the Incidental Items on trust for Keswick and must pay to Keswick the proceeds of any insurance in the event of the Incidental Items being lost, damaged or destroyed;
- (c) the Hirer must not sell, dispose, or otherwise part with possession of the Incidental Items. If the Hirer sells, disposes or parts with possession of the Incidental Items then the Hirer must hold the proceeds of sale of the Incidental Items on trust for Keswick and must pay or deliver the proceeds to Keswick on demand;
- (d) the Hirer should not convert or process the Incidental Items or intermix them with other goods, but if the Hirer does so then the Hirer holds the resulting product on trust for the benefit of Keswick and must dispose of or return the resulting product to Keswick as Keswick so directs;
- (e) the Hirer shall not charge or grant an encumbrance over the Incidental Items nor grant nor otherwise give away any interest in the Incidental Items while they remain the property of Keswick; and
- (f) the Hirer irrevocably authorises Keswick to enter any premises where Keswick believes the Incidental Items are kept and recover possession of the Incidental Items.

12. Personal Property Securities Act 1999 ("PPSA")

- 12.1 In this clause financing statement, financing change statement, security agreement, and security interest has the meaning given to it by the PPSA.
- 12.2 Upon assenting to these terms and conditions in writing the Hirer acknowledges and agrees that these terms and conditions constitute a security agreement for the purposes of the PPSA and creates a security interest in:
- (a) all Incidental Items previously supplied by Keswick to the Hirer;
 - (b) all Incidental Items that will be supplied in the future by Keswick to the Hirer and the proceeds from such Incidental Items as listed by Keswick to the Hirer in invoices rendered from time to time; and
 - (c) all the Hirer's present and after acquired property being a charge, including anything in respect of which the Hirer has at any time a sufficient right, interest or power to grant a security interest in for the purposes of securing repayment of all monetary obligations of the Hirer to Keswick for Services – that have previously been provided and that will be provided in the future by Keswick to the Hirer.
- 12.3 The Hirer undertakes to:
- (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 Keswick may reasonably require to register a financing statement or financing change statement on the Personal Property Securities Register;
 - (b) indemnify, and upon demand reimburse, Keswick for all expenses incurred in registering a financing statement or financing change statement on the Personal Property Securities Register or releasing any Incidental Items charged thereby;
 - (c) not register, or permit to be registered, a financing statement or a financing change statement in relation to the Incidental Items or the proceeds of such Incidental Items in favour of a third party without the prior written consent of Keswick.
- 12.4 Unless otherwise agreed to in writing by Keswick, the Hirer waives its right to receive a verification statement in accordance with section 148 of the PPSA.
- 12.5 The Hirer shall unconditionally ratify any actions taken by Keswick under clauses 12.1 to 12.4.
- 12.6 Subject to any express provisions to the contrary (including those contained in this clause 12), nothing in these terms and conditions is intended to have the effect of contracting out of any of the provisions of the PPSA.

13. Security and Charge

- 13.1 In consideration of Keswick agreeing to supply Services, the Hirer 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 Hirer either now or in the future, and the Hirer grants a security interest in all of its present and after-acquired property, to secure the performance by the Hirer of its obligations under these terms and conditions (including, but not limited to, the payment of any money). The terms of the charge and security interest are the terms of Memorandum 2018/4344 registered pursuant to s.209 of the Land Transfer Act 2017.
- 13.2 The Hirer indemnifies Keswick from and against all Keswick's costs and disbursements including legal costs of a solicitor and own client basis incurred in exercising Keswick's rights under this clause.
- 13.3 The Hirer irrevocably appoints Keswick and each director of Keswick as the Hirer's true and lawful attorney/s to perform all necessary acts to give effect to the provisions of this clause 13 including, but not limited to, signing any document on the Hirer's behalf.

14. Defects

- 14.1 The Hirer shall inspect the Services on delivery and shall within seven (7) days of delivery notify Keswick of any alleged defect, shortage in quantity, errors, omissions or failure to comply with the description or quote. The Hirer shall afford Keswick an opportunity to inspect the Services within a reasonable time following delivery if the Hirer believes the Services are defective in any way. If the Hirer shall fail to comply with these provisions, the Services shall be conclusively presumed to be in accordance with the terms and conditions and free from any defect or damage.
- 14.2 For defective Services, which Keswick has agreed in writing that the Hirer is entitled to reject, Keswick's liability is limited to either (at Keswick's discretion) replacing the Services or rectifying the Services provided that the Hirer has complied with the provisions of clause 14.1.

15. Consumer Guarantees Act 1993 and the Fair Trading Act 1986

- 15.1 If the Hirer is acquiring Services for the purposes of a trade or business, the Hirer acknowledges that the provisions of the Consumer Guarantees Act 1993 ("**CGA**") do not apply to the supply of Services by Keswick to the Hirer.
- 15.2 Keswick agrees to abide by the provisions of the Fair Trading Act ("**FTA**").

16. Intellectual Property

- 16.1 Where Keswick has designed, drawn, or developed programmes or Incidental Items for the Hirer, then the copyright in any Incidental Items shall remain the property of Keswick. Under no circumstances may such designs, drawings and documents be used without the express written approval of Keswick.
- 16.2 The Hirer warrants that all designs, specifications, or instructions given to Keswick will not cause Keswick to infringe any patent, registered design or trademark in the execution of the Hirer's order and the Hirer agrees to indemnify Keswick against any action taken by a third party against Keswick in respect of any such infringement.
- 16.3 The Hirer agrees that Keswick may (at no cost) use for the purposes of marketing or entry into any competition, any Incidental Items which Keswick has created for the Hirer.

17. Default and Consequences of Default

- 17.1 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 Keswick's sole discretion such interest shall compound monthly at such a rate) after as well as before any judgment.
- 17.2 If the Hirer owes Keswick any money the Hirer shall indemnify Keswick from and against all costs and disbursements incurred by Keswick in recovering the debt (including but not limited to internal administration fees, legal costs on a solicitor and own client basis, Keswick's collection agency costs, and bank dishonour fees).
- 17.3 Further to any other rights or remedies Keswick may have under this Contract, if a Hirer has made payment to Keswick, and the transaction is subsequently reversed, the Hirer shall be liable for the amount of the reversed transaction, in addition to any further costs incurred by Keswick under this clause 17, where it can be proven that such reversal is found to be illegal, fraudulent or in contravention to the Hirer's obligations under this Contract.
- 17.4 Without prejudice to Keswick's other remedies at law Keswick shall be entitled to cancel all or any part of any order of the Hirer which remains unfulfilled and all amounts owing to Keswick shall, whether or not due for payment, become immediately payable if:
- (a) any money payable to Keswick becomes overdue, or in Keswick's opinion the Hirer will be unable to make a payment when it falls due;
 - (b) the Hirer has exceeded any applicable credit limit provided by Keswick;
 - (c) the Hirer 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
 - (d) a receiver, manager, liquidator (provisional or otherwise) or similar person is appointed in respect of the Hirer or any asset of the Hirer.

18. Cancellation

- 18.1 Without prejudice to any other remedies the parties may have, if at any time either party is in breach of any obligation (including those relating to payment) under these terms and conditions the other party may suspend or terminate the supply of Services to the other party. Neither party will be liable for any loss or damage the other party suffers because one of the parties has exercised its rights under this clause.
- 18.2 If Keswick, due to reasons beyond Keswick's reasonable control, is unable to deliver any Services to the Hirer, Keswick may cancel any Contract to which these terms and conditions apply or cancel delivery of Services at any time before the Services are commenced by giving written notice to the Hirer. On giving such notice Keswick shall repay to the Hirer any money paid by the Hirer for the Services. Keswick shall not be liable for any loss or damage whatsoever arising from such cancellation.
- 18.3 The Hirer may cancel delivery of the Services by written notice served within twenty-four (24) hours of placement of the order. Failure by the Hirer to otherwise accept delivery of the Services shall place the Hirer in breach of this Contract.
- 18.4 In the event that the Hirer cancels the booking:
- (a) if cancelled more than three (3) months prior to the proposed date of the Services, Keswick will refund any deposit; and
 - (b) if cancelled less than three (3) months prior to the proposed date of the Services, then the Hirer shall forfeit any deposit paid to Keswick.

19. Complaints and Grievance Procedure

- 19.1 Keswick is committed to the early resolution of complaints and grievances. In the event the Hirer wishes to complain, they may direct their complaint to the Camp's staff. The Hirer is entitled to have a personal representative present at any stage of the grievance procedure, and if the problem cannot be resolved with Keswick, the Hirer can seek external assistance from the Disputes Tribunal or the Commerce Commission.

20. Privacy Policy

- 20.1 All emails, documents, images, or other recorded information held or used by Keswick is "**Personal Information**" as defined and referred to in clause 20.3 and therefore considered confidential. Keswick acknowledges its obligation in relation to the

handling, use, disclosure and processing of Personal Information pursuant to the Privacy Act 2020 ("the Act") including Part II of the OECD Guidelines and as set out in the Act and any statutory requirements where relevant in a European Economic Area "EEA" under the EU Data Privacy Laws (including the General Data Protection Regulation "GDPR") (collectively, "EU Data Privacy Laws"). Keswick acknowledges that in the event it becomes aware of any data breaches and/or disclosure of the Hirer's Personal Information, held by Keswick that may result in serious harm to the Hirer, Keswick will notify the Hirer in accordance with the Act and/or the GDPR. Any release of such Personal Information must be in accordance with the Act and the GDPR (where relevant) and must be approved by the Hirer by written consent, unless subject to an operation of law.

20.2 Notwithstanding clause 20.1, privacy limitations will extend to Keswick in respect of Cookies where the Hirer utilises Keswick's website to make enquiries. Keswick agrees to display reference to such Cookies and/or similar tracking technologies, such as pixels and web beacons (if applicable), such technology allows the collection of Personal Information such as the Hirer's:

- (a) IP address, browser, email client type and other similar details;
- (b) tracking website usage and traffic; and
- (c) reports are available to Keswick when Keswick sends an email to the Hirer, so Keswick may collect and review that information ("collectively Personal Information")

If the Hirer consents to Keswick's use of Cookies on Keswick's website and later wishes to withdraw that consent, the Hirer may manage and control Keswick's privacy controls via the Hirer's web browser, including removing Cookies by deleting them from the browser history when exiting the website.

20.3 The Hirer authorises Keswick or Keswick's agent to:

- (a) access, collect, retain and use any information about the Hirer;
 - (i) including, 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 or any overdue fines balance information held by the Ministry of Justice for the purpose of assessing the Hirer's creditworthiness; or
 - (ii) for the purpose of marketing products and services to the Hirer.
- (b) disclose information about the Hirer, whether collected by Keswick from the Hirer directly or obtained by Keswick from any other source to any other credit provider or any credit reporting agency for the purposes of providing or obtaining a credit reference, debt collection or notifying a default by the Hirer.

20.4 Where the Hirer is an individual the authorities under clause 20.3 are authorities or consents for the purposes of the Privacy Act 2020.

20.5 The Hirer shall have the right to request (by e-mail) from Keswick, a copy of the Personal Information about the Hirer retained by Keswick and the right to request that Keswick correct any incorrect Personal Information.

20.6 Keswick will destroy Personal Information upon the Hirer's request (by e-mail) or if it is no longer required unless it is required in order to fulfil the obligations of this Contract or is required to be maintained and/or stored in accordance with the law.

20.7 The Hirer can make a privacy complaint by contacting Keswick via e-mail. Keswick will respond to that complaint within seven (7) days of receipt and will take all reasonable steps to make a decision as to the complaint within twenty (20) days of receipt of the complaint. In the event that the Hirer is not satisfied with the resolution provided, the Hirer can make a complaint to the Privacy Commissioner at <http://www.privacy.org.nz>.

21. Service of Notices

21.1 Any written notice given under this Contract shall be deemed to have been given and received:

- (a) by handing the notice to the other party, in person;
- (b) by leaving it at the address of the other party as stated in this Contract;
- (c) by sending it by registered post to the address of the other party as stated in this Contract;
- (d) if sent by facsimile transmission to the fax number of the other party as stated in this Contract (if any), on receipt of confirmation of the transmission;
- (e) if sent by email to the other party's last known email address.

21.2 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.

22. Trusts

22.1 If the Hirer at any time upon or subsequent to entering in to the Contract is acting in the capacity of trustee of any trust or as an agent for a trust ("Trust") then whether or not Keswick may have notice of the Trust, the Hirer covenants with Keswick as follows:

- (a) the Contract extends to all rights of indemnity which the Hirer now or subsequently may have against the Trust, the trustees and the trust fund;
- (b) the Hirer has full and complete power and authority under the Trust or from the Trustees of the Trust as the case maybe 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 Hirer against the Trust, the trustees and the trust fund. The Hirer 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;

- (c) the Hirer will not during the term of the Contract without consent in writing of Keswick (Keswick will not unreasonably withhold consent), cause, permit, or suffer to happen any of the following events:
- (i) the removal, replacement or retirement of the Hirer as trustee of the Trust;
 - (ii) any alteration to or variation of the terms of the Trust;
 - (iii) any advancement or distribution of capital of the Trust; or
 - (iv) any resettlement of the trust fund or trust property.

23. General

- 23.1 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.
- 23.2 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 courts of Rotorua, New Zealand.
- 23.3 Subject to the CGA, the liability of Keswick and the Hirer under this Contract shall be limited to the Fees.
- 23.4 Keswick may licence and/or assign all or any part of its rights and/or obligations under this Contract without the Hirer's consent provided the assignment does not cause detriment to the Hirer.
- 23.5 The Hirer cannot licence or assign without the written approval of Keswick.
- 23.6 Keswick 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 Hirer agrees and understands that they have no authority to give any instruction to any of Keswick's sub-contractors without the authority of Keswick.
- 23.7 The Hirer agrees that Keswick may amend their general terms and conditions for subsequent future Contracts with the Hirer by disclosing such to the Hirer in writing. These changes shall be deemed to take effect from the date on which the Hirer accepts such changes, or otherwise at such time as the Hirer makes a further request for Keswick to provide Services to the Hirer.
- 23.8 Neither party shall be liable for any default due to any act of God, war, terrorism, strike, lock-out, industrial action, fire, flood, storm, national or global pandemics and/or the implementation of regulation, directions, rules or measures being enforced by Governments or embargo, including but not limited to, any Government imposed border lockdowns (including, worldwide destination ports), etc, ("Force Majeure") or other event beyond the reasonable control of either party. This clause does not apply to a failure by the Hirer to make a payment to Keswick, following cessation of a Force Majeure.
- 23.9 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.