



HAMPTON DOWNS MOTORSPORT PARK

STANDARD TERMS AND CONDITIONS OF HIRE

1. Grant of Licence

1.1. Subject to these terms and conditions, the Operator grants to the Hirer and the Hirer takes a licence and authority to occupy and/or use the Hired Facilities and the Additional Items for the purpose of the Hirer's Activity during the Hire Period (the "Hire").

2. Limitations of Licence

- 2.1. The Hire shall relate to the Hired Facilities and the Additional Items only and the Operator shall at all times be entitled to use, occupy, and deal with the remainder of the Motorsport Park Land without reference to the Hirer.
- 2.2. The Hirer shall have no rights to occupy and/or use any area of the Motorsport Park Land other than those specifically hired by the Hirer.
- 2.3. The Operator is entitled to enter any part of the Motorsport Park Land (including any part of the Hired Facilities) at any time (without notice) to inspect or to carry out any work. Such access and works shall be carried out without undue interference to the Hirer's enjoyment of the relevant facility.
- 2.4. The Hire does not create a tenancy or any other relationship between the Hirer and the Operator other than that of licensee and licensor.

3. Deposit

- 3.1. The Hirer acknowledges and agrees:
- 3.1.1. that the Hire is conditional upon the Deposit being paid by the Hirer to the Operator on or before the date specified in the invoice(s) sent by the Operator to the Hirer and any failure to pay the Deposit by that date will allow the Operator to vacate the Hire Period; and
- 3.1.2. the Deposit is not refundable in the case of cancellation by the Hirer, other than as set out in clause 5.1.2.1.

4. Security Bond

- 4.1. If in the opinion of the Operator:
- 4.1.1. there is a heightened risk of damage to the Motorsport Park Land by reason of the nature of the Hirer's Activity; or

4.1.2. the Hirer's Activity may not proceed as scheduled; or

4.1.3. the Hirer may not discharge its obligations to the Operator; or

4.1.4. the Hirer may not be in a position to pay to the Operator all monies payable under the Hire as and when due,

the Operator may require the Hirer to lodge with the Operator a security bond in an amount specified by the Operator in its absolute discretion ("Security Bond").

- 4.2. The Operator may utilise the Security Bond to compensate the Operator for any costs, losses, expenses or damages incurred or payable by the Operator where the Operator reasonably believes that the Hirer may have or has actually committed a breach of its obligations under the Hire, but prior to doing so, must give written notice to the Hirer of the breach and the amount claimed.
- 4.3. The Operator will repay to the Hirer the balance, if any, of the Security Bond not utilised by the Operator within a reasonable time.

5. Cancellation or Postponement

- 5.1. If for any reason (including events beyond the Hirer's control, but excluding any default on the part of the Operator or any cancellation by the Operator of such hire in accordance with clause 5.2 herein), the Hirer is unable to proceed with the Hire during the Hire Period:
- 5.1.1. the Hirer must immediately notify the Operator in writing of that fact ("Cancellation Notice"); and
- 5.1.2. subject to clause 5.3, the Hirer's liability to pay the fees under clause 5.1 shall be as follows:
- 5.1.2.1. if the Cancellation Notice is received by the Operator more than 3 months prior to the date of the Hire, the Deposit will be refunded to the Hirer and the Hire Period shall be vacated;
- 5.1.2.2. if the Cancellation Notice is received by the Operator less than 3 months prior to the date of the Hire, the Deposit will be retained by the Hirer and the Hire Period shall be vacated;

- 5.1.2.3.** in addition to sub-clause 5.1.2.2, if the cancellation is notified less than 2 months prior to the date of the Hire, the Hirer must pay (or forfeit as the case may be) the balance of the Hiring Fee as if the Hire took place during the Hire Period.
- 5.2.** If the Motorsport Park Land or any part of the Motorsport Park Land is required for a major event or shall require urgent repair, maintenance or upgrading or is destroyed or damaged or is rendered unusable by virtue of any factor beyond the reasonable control of the Operator prior to the commencement of such Hire, then the Operator shall use all reasonable endeavours to notify the Hirer as soon as it becomes aware of any such changes, and, subject to clause 5.3, shall be relieved of its obligations to the Hirer hereunder as regards to the Hire without liability whatsoever save in that it shall return to the Hirer any sums already paid by the Hirer to the Operator in respect of that Hire.
- 5.3.** Where both parties agree to the Hire being moved to another date (i.e. postponement), the Deposit will be retained by the Operator and applied to the alternate agreed booking.
- 6. Payments**
- 6.1.** In consideration of the Operator agreeing to grant to the Hirer a licence and authority to use the Hired Facilities and Additional Items, the Hirer must pay to the Operator without deduction or set-off of any kind:
- 6.1.1.** the balance of the Hiring Fee of the amount and by the deadline specified in the invoice sent to the Hirer by the Operator; and
- 6.1.2.** the cost of any Additional Items and all other sums which are payable by the Hirer to the Operator pursuant to the Hire,
- and the Operator may deduct such fees and other sums from the Deposit and/or the Security Bond in accordance with the provisions of these standard terms and conditions.
- 6.2.** The Hirer will pay to the Operator on demand all additional amounts paid or payable by the Operator or otherwise owed to the Operator in providing the use of the Hired Facilities and the Additional Items, including without limitation, an additional hiring fee for any variation to the terms of the Hire (i.e., dates and times of hire).
- 6.3.** The Hirer must pay to the Operator, or as the Operator directs, the Goods and Services Tax ("GST") payable by the Hirer in respect of the Hiring Fee and other payments payable by the Hirer under this Hire. GST must be paid on each occasion when the Hiring Fee, or other payment, is due. If the Hirer defaults in the payment of any money, and the Operator becomes liable to pay any additional GST, then the Hirer must pay the additional GST to the Operator upon demand.
- 6.4.** If the Hirer fails to pay the Hiring Fee or any other monies payable under the provisions of this Hire, when due, then the Hirer must pay interest at 8% per annum compounded monthly on monies unpaid from the due date for payment to the date of payment.
- 7. Circuit Manager**
- 7.1.** The Hirer must ensure that a Circuit Manager is used (at the Hirer's cost) to supervise the Hirer's Activity.
- 7.2.** The name of the Circuit Manager must be provided to the Operator for its consideration and written approval not less than 5 Working Days prior to the date of Hire. The granting of any approval is entirely at the discretion of the Operator.
- 8. Operation of the Hirer's Activity**
- 8.1.** Unless otherwise agreed by the Operator, the Hirer must:
- 8.1.1.** not allow any Vehicle to be driven on the Circuit unless the Vehicle has a current warrant of fitness or Motorsport New Zealand log book (satisfactory to the Operator); and
- 8.1.2.** ensure that a signed full release and indemnity is obtained from by each and every driver or rider of, and passenger in or on, Vehicles using the Circuit, in a form prescribed or approved by the Operator from time to time.
- 8.2.** The Hirer shall deliver to the Operator each such signed release and indemnity immediately upon request.
- 9. Rules and Regulations**
- 9.1.** The Hirer must:
- 9.1.1.** comply with all laws, statutes, orders, rules, regulations, guidelines, ordinances and other instruments (including all resource consents granted in respect of the Motorsport Park Land) which have the force of law as may be amended from time to time; and
- 9.1.2.** comply with (and ensure that its contractors, employees and agents comply with) the directions, codes, rules, regulations, policies and procedures of the Operator (including in relation to the use of the Circuit) and its related and affiliated companies as advised and amended from time to time.
- 9.2.** The Hirer acknowledges that the Operator is entitled to make deletions from, and variations and amendments to those codes, rules, regulations, policies and procedures, and from time to time may make such further and other codes, rules, regulations, policies and procedures as in the Operator's sole judgment are necessary or desirable for the safe and efficient use, maintenance, and care, of the Motorsport Park Land and the amenities forming part of it, and for the preservation of and for the comfort of users of the facilities.
- 10. Competitions**
- 10.1.** Where the Hirer uses the Hired Facilities or Additional Facilities for a Competition, the Hirer shall before commencement of the Hire Period, at its own expense and cost in all respects, arrange and procure an organising permit or equivalent written sanction or authorisation for such Competition from the Governing Body and shall

promptly on request from the Operator supply to the Operator a copy of such permit, sanction or authorisation.

10.2. The Hirer must comply with, and throughout the Hire Period continue to comply with, the terms of such permit, sanction or authorisation and the other rules of the Governing Body applying to the Competition (including without limitation by managing the process by which all Participants execute the appropriate waiver and indemnity).

11. Care of Property and General Obligations of the Hirer (including Health and Safety)

11.1. In the course of using the Hired Facilities and Additional Items, the Hirer must:

11.1.1. keep all surfaces, and all barriers, sand traps, run-off areas, fences, gates, kerbs, marshal-posts and other Circuit facilities in the same clean, order, repair, and condition as they were at the commencement of the Hire Period;

11.1.2. keep all fixtures and fittings in each pit garage, suite or room hired by the Hirer in the same clean, order, repair, and condition as they were at the commencement of the Hire Period (with the Operator arranging for general cleaning after conclusion of the Hire Period, the cost of such general cleaning being for the account of the Hirer to be paid to the Operator on demand);

11.1.3. keep all systems and equipment hired by the Hirer in the same order, repair, and condition as they were at the commencement of the Hire Period (the Operator arranging for all repairs after conclusion of the Hire Period, the cost of such repairs being for the account of the Hirer to be paid to the Operator on demand); and

11.1.4. pay the outgoings and charges specific to the Hirer's use of the Hired Facilities and Additional Items including ambulance services, cleaning, rubbish collection, removal of tyres, repairs, telephone and data network charges on demand.

11.2. In addition, the Hirer acknowledges and agrees that it is responsible for the health and safety aspects of the Hirer's occupation and use of Hired Facilities and Additional Items and the Hirer must:

11.2.1. without derogating from anything else stated herein, comply with the requirements of the Health and Safety in Employment Act 1992 (the "Act") on the basis that the Hirer is a person that controls the place of work, and otherwise ensure that all consents and approvals (as may be required) under the Act and/or by all appropriate regulatory and administrative bodies have been obtained;

11.2.2. to the satisfaction of the Operator:

11.2.2.1. adopt and implement the Operator's occupational health and safety policies as published and amended from time to time (including in regards to Circuit safety);

11.2.2.2. develop and implement its own occupational health and safety policies and risk management procedures and processes and ensure that such policies, procedures and processes are communicated to the Attendees; and

11.2.2.3. take reasonable steps to ensure that the Attendees are obliged to comply with the above polices, procedures and processes;

11.2.3. ensure that an ambulance, first aid assistance, fire extinguishers, safety equipment, vehicles for crash/rescue and personnel (including marshals) to undertake those duties (in accordance with the above polices, procedures and processes) are available at all times during the Hirer's Activity;

11.2.4. comply with all directions and requests for information from any police officer, and officer, inspector or representative of any government, local or territorial authority or agency having, or appearing to have, authority to act in respect of the Motorsport Park Land; and

11.2.5. comply with any additional and reasonable requirements of the Operator and otherwise take all reasonable steps and precautions to prevent property damage or personal injury from arising.

12. Restrictions on Use

12.1. The Hirer shall not:

12.1.1. bring upon or store within any part of the Motorsport Park Land nor allow to be brought upon or stored within any part of the Motorsport Park Land any machinery, goods or things of an offensive, noxious, illegal or dangerous nature, or of such weight, size or shape as is likely to cause damage to any building or any surfaced area;

12.1.2. use any part of the Motorsport Park Land or allow any part of the Motorsport Park Land to be used for any noxious, illegal, or offensive trade, business or activity; or

12.1.3. allow any act or thing to be done which may be or grow to be a nuisance, disturbance, or annoyance to the Operator, other hirers or tenants, or neighbours, of the Motorsport Park Land or any other person, and generally the Hirer shall conduct the Hirer's activities in a clean and orderly manner free from damage, nuisance, disturbance, or annoyance to any such persons.

13. Signage

13.1. Unless otherwise agreed in writing by the Operator, the Hirer shall not affix, paint, or exhibit, or permit to be affixed, painted, or exhibited, any name, sign, name-plate, signboard, or advertisement of any description within, on or to the Motorsport Park Land.

13.2. If approved in writing by the Operator, the signage shall be subject to any conditions imposed by the Operator and shall be secured in a substantial and proper manner so as

not to cause any damage to any part of the Motorsport Park Land or any person and the Hirer shall at the end or sooner determination of the term of the Hire remove the signage and make good any damage occasioned thereby.

14. Additions and Alterations

14.1. The Hirer shall neither make nor allow to be made any alterations or additions to any part of a Motorsport Park Land, or install any electrical or mechanical device without first obtaining the written consent of the Operator for that purpose. The granting of any consent is entirely at the discretion of the Operator and it may impose any terms or conditions on the granting of that consent.

14.2. Notwithstanding any consent, the Operator may direct that the part of the Motorsport Park Land be returned to its original state or any electrical or mechanical device removed so as to abate any nuisance or non-compliance with these terms and conditions.

15. Restricted Areas

15.1. The Hirer shall put in place and maintain such measures as the Operator may reasonably require allowing access to Restricted Areas to only those persons who have been approved by the Operator from time to time.

15.2. The Hirer shall remain responsible for ensuring the strict compliance by all such persons with all of the Operator's rules for the Restricted Areas in force from time to time and to remove any person who breaks any of those rules or who while in a Restricted Area, fails to comply with any reasonable request by the Operator.

16. Attendees and Participants

16.1. The Hirer agrees with the Operator that the Hirer shall at all times be responsible for the conduct of each of the Participants and Attendees and must procure that each of the Participants and Attendees comply with these terms and conditions.

17. Defects

17.1. The Hirer shall give to the Operator prompt notice of any damage to or defect in any part of the Motorsport Park Land of which the Hirer may be aware.

18. Neglect of other hirers

18.1. The Operator shall not be responsible to the Hirer for any act of default or neglect of any other hirer of the Motorsport Park Land or their invitees.

19. Insurance

19.1. Unless otherwise agreed by the Operator, the Hirer must at its own cost and expense obtain and maintain during the Hire Period public liability insurance with a reputable insurer for no less than \$5,000,000.00 per occurrence which provides public liability coverage for the Hirer's own legal liability for third party property damage, personal injury or death in respect of its obligations under this agreement and its use of the Hired Facilities, and shall ensure that the Operator is noted on that insurance policy

as interested parties. The Hirer must provide the Operator, upon request, with proof of such insurance.

19.2. The Hirer must not do anything which would render in any way unenforceable against the insurer any insurance effected by the Operator or the Hirer.

19.3. Further, the Hirer must maintain all other insurances required at law to be maintained by the Hirer.

20. Indemnity

20.1. The Hirer agrees to irrevocably indemnify, to keep indemnified, and hold harmless the Operator and its related and affiliated companies and their respective directors, officers, contractors, employees and agents ("**Released Parties**") from and against all and any claims, demands, actions, damages, liability, costs, losses and expenses of any nature whatsoever ("**Claims**") that may be suffered or sustained by the Operator (and the other Released Parties) by reason of or as a result of or in connection with any act, matter or thing done, permitted or omitted to be done by the Hirer or any of its officers, employees, agents, representatives or contractors, the Participants or the Attendees in connection with the Hire, including without limitation, Claims arising out of or in connection with any breach of any of these terms and conditions of Hire, negligence or other tortious act or wilful act or omission by the Hirer or any of its officers, employees, agents, representatives or contractors, the Participants or the Attendees. This provision confers a benefit on, and is intended to be enforceable by, each of the Released Parties in accordance with the *Contracts (Privity) Act 1982*.

20.2. To the fullest extent permissible at law, the Hirer agrees:

20.2.1. that the Operator shall not be liable to the Hirer for any loss of life, personal injury or damage to or loss of property which may be suffered or sustained at the Motorsport Park Land for any cause whatsoever; and

20.2.2. releases the Operator from all Claims of any kind which may arise in respect of any accident, damage or injury occurring to any person or property in or about the Motorsport Park Land.

20.3. The Operator's liability of any kind to the Hirer concerning the Hire, shall at all times be limited to the lesser of that proportion of the Hirer's total costs, losses or damages for which the Operator is directly responsible or any sums actually paid to the Operator by the Hirer in respect of the applicable Hire.

20.4. For the avoidance of doubt, under no circumstances shall the Operator be liable to the Hirer for indirect, special, exemplary, or consequential costs, losses, or damages whatsoever (including loss of profits).

21. Catering Services

21.1. The Hirer shall use the services of the caterer to whom the Operator has granted a catering concession for the Motorsport Park Land for all the Hirer's catering requirements.

- 21.2.** The Hirer shall not sell or provide any food or beverages or any other items for which the Operator's caterer has the right to supply in respect of the Motorsport Park Land or undertake any of the services for which the caterer has been granted a concession by the Operator.
- 21.3.** The Hirer acknowledges that all communications with the caterer must be carried out through the Operator at all times.
- 22. Force Majeure**
- 22.1.** The Operator is excused from performing its obligations in respect of the Hire to the extent it is prevented from doing so because of an event amounting to Force Majeure.
- 22.2.** If the Operator wishes to claim the benefit of a Force Majeure event, it will use all reasonable endeavours to give the Hirer prompt written notice of the event specifying the effect on the Hire and shall negotiate with the Hirer in good faith in respect of any adjustments required to take account of the event of Force Majeure.
- 23. Default**
- 23.1.** If at any time:
- 23.1.1.** the Hirer fails to pay any money due and owing to the Operator on the due date for payment; or
- 23.1.2.** the Hirer breaches any term or condition of the Hire which is incapable of remedy; or
- 23.1.3.** the Hirer fails to promptly remedy any breach of the Hirer's obligations under these terms and conditions (which are capable of remedy) in accordance with a notice specifying the breach and requiring its remedy or performance; or
- 23.1.4.** the Hirer (not being a company) becomes bankrupt; or
- 23.1.5.** the Hirer (being a company) goes into liquidation or is placed under official management or an administrator, receiver, manager or receiver and manager of any of its assets is appointed; or
- 23.1.6.** in the Operator's opinion, the manner in which the Hirer or any of the Attendees is using or proposes to use the Motorsport Park Land or the Hired Facilities or Additional Items is likely to injure or prejudice the reputation of the Operator or the Motorsport Park Land or is in the Operator's opinion, after obtaining legal advice, illegal; or
- 23.1.7.** the Hirer is unable to promote or proceed with the Hirer's Activity,
- then, the Operator may (at its absolute discretion) terminate the Hire (in whole or in part) immediately without notice but without prejudice to its other rights and remedies and the Hirer shall immediately return to the Operator any documents, passes or cards supplied to the Hirer.
- 23.2.** No termination of the Hire (in whole or part) shall affect the Hirer's liability to pay any moneys payable in respect of the Hire. In addition to any other remedies available to the

Operator, the Hirer shall be liable to the Operator for the amount of any actual:

23.2.1. cost or expense suffered by the Operator as a result or consequence of the termination; and

23.2.2. loss or damage suffered by the Operator as a result or consequence of the termination.

- 23.3.** The Hirer shall compensate the Operator and the Operator shall be entitled to recover damages for any loss or damage suffered by reason of any acts or omissions of the Hirer constituting a repudiation of the Hire or the Hirer's obligations under these terms and conditions. Such entitlement shall subsist notwithstanding any determination of the Hire and shall be in addition to any other right or remedy which the Operator may have.

24. No Representations

24.1. The Hirer acknowledges that the Operator, its contractors, employees and agents have given no warranty or representation concerning the adequacy or appropriateness of the Hired Facilities or the Additional Items for the Hirer's purpose.

24.2. The Hirer is deemed to have inspected the Hired Facilities and to have become adequately acquainted with those parts of the Motorsport Park Land the subject of the Hire and has decided to use the Hired Facilities and the Additional Items based on its own judgment.

25. Assignment

25.1. The Hirer may not assign or transfer the Hirer's rights or obligations in the Hire, or sub-license or otherwise grant any other person any rights in respect of the Hire, without the Operator's prior written consent. The granting of such consent is entirely at the discretion of the Operator.

25.2. The Operator may assign or transfer the Operator's rights or obligations in the Hire or deal with them in any way without the prior written consent of the Hirer.

26. Waiver

26.1. No delay or failure to act is a waiver. No waiver is effective unless it is in writing. A waiver of a breach is not a waiver of any other breach.

27. Notices

27.1. Any notice required to be given to a party in respect of the Hire must be in writing and delivered personally to the other party or be posted to the party to whom it is to be given at the party's address and facsimile number.

27.2. A notice sent by pre-paid post will be deemed to have been received two (2) Working Days after posting. If sent by facsimile or email, it will be deemed to have been received on receipt by the sender of a confirmation slip or other confirmation of transmission, provided that the onus of proving receipt by the other party shall be on the sender.

28. Survival

28.1. The following clauses shall survive termination of the Hire: 6, 20, 23, 29, 30, 31 and 32.

29. Costs

29.1. The Hirer shall pay the Operator's legal costs (as between solicitor and client) of and incidental to the enforcement or attempted enforcement of the Operator's rights, remedies and powers under these terms and conditions.

30. Privacy

30.1. The Hirer acknowledges that the Operator may collect, hold and use the Hirer's personal information for purposes related to the hire of the facilities.

31. Definitions

Capitalised terms used in these terms and conditions have the meanings given below unless the context otherwise requires:

31.1. Additional Items means the facilities, equipment, services and other additional items, (excluding the Hired Facilities), which the Operator agrees to provide to the Hirer.

31.2. Application for Hire means an application for venue hire which details relevant information relating to the proposed event/activity.

31.3. Attendees means every person who has been allowed or gained access to the Motorsport Park Land by the Hirer or as a direct or indirect result of the Hirer's use of the Hired Facilities.

31.4. Cancellation Notice has the meaning given to that term in clause 5.1.1.

31.5. Circuit means a track, tracks or skid pan (as the context may require) on the official map of the Motorsport Park Land.

31.6. Circuit Manager means an appropriately qualified and experienced circuit manager.

31.7. Claims has the meaning given to that term in clause 20.1.

31.8. Competition means a motorsport competition in which a Vehicle takes part which has a competitive nature or is given a competitive nature by the publication of results.

31.9. Deposit means the amount referred to in the Operator's invoice to the Hirer.

31.10. Force Majeure means any event beyond the reasonable control of the Operator or which could not reasonably be foreseen (including forces of nature) or could not have been reasonably prevented or cured;

31.11. Governing Body means a body that governs, or purports or holds itself out as entitled to govern, a Competition.

31.12. GST means Goods and Services Tax as provided for in clause 6.3.

31.13. Hire means the right and licence set out in clause 1.1 of these terms and conditions.

31.14. Hired Facilities means that part of the Motorsport Park Land which the Operator agrees that the Hirer shall have the licence and authority to use for the Hire Period, but excludes the Additional Items.

31.15. Hire Period means the times and dates on which the activity/event is to be held as agreed by the Operator.

31.16. Hiring Fee means the amount and/or formulas for payment as specified by the Operator in the Operator's invoice to the Hirer.

31.17. Hirer means the party named as hirer in the Application for Hire or such other document as prescribed by the Operator, and includes that party's personal representative, permitted assignee, trustee, executor, administrator or successor.

31.18. Hirer's Activity means the activity for which the Hire is made together with any limitations and restrictions specified in writing by the Operator from time to time whether generally or specific to the Hirer or expressly stated in these terms and conditions.

31.19. Participant means a competitor, driver, passenger, support crew or other team member.

31.20. Motorsport Park Land means Lot 1 Deposited Plan 411257 in the South Auckland Land Registry district.

31.21. Operator means **HAMPTON DOWNS (NZ) LIMITED** and its successors and assignees.

31.22. Released Parties has the meaning given to that term in clause 20.1.

31.23. Restricted Area means an area marked as a restricted area on the official map of the Motorsport Park Land as at the commencement of the Hire Period or any other area specified as such by the Operator from time to time.

31.24. Security Bond has the meaning given to that term in clause 4.1.

31.25. Vehicle shall be deemed to include a car, a motorcycle and a kart.

31.26. Working Day means a day of the week other than a Saturday, Sunday or any other day that is a public holiday or bank holiday in the place where any thing is to be done.

32. Interpretation

In these terms and conditions, unless the context otherwise requires:

- 32.1.** Headings are for ease of reference only and do not affect interpretation.
- 32.2.** Words that are derived from a defined term shall have a similar meaning to the defined term.
- 32.3.** The schedule to these terms and conditions (if any) has, and the provisions and any conditions contained in the schedule have, the same effect as if set out in the body of these terms and conditions.
- 32.4.** A reference to:
- 32.4.1.a** person shall be deemed to include references to individuals, companies, corporations, firms, partnerships, joint ventures, associations, organisations, trusts, states or agencies of states, government departments and local and municipal authorities, whether or not having separate legal personality;
- 32.4.2.** “**parties**” are references to the parties to these terms and conditions; references to a “**party**” are references to one of the other of the parties as determined by the context;
- 32.4.3.** clauses and schedules are references to clauses and sub-clauses and the schedule of these terms and conditions;
- 32.4.4.** days means calendar days unless stated otherwise;
- 32.4.5.** the singular include the plural and vice versa;
- 32.4.6.** one gender shall include the other genders;
- 32.4.7.** “**\$**” or “**dollars**” is a reference to New Zealand currency;
- 32.4.8.** a statute includes regulations under it and consolidations, amendments, re-enactments or replacements of any of them.
- 32.5.** Mentioning anything after include, includes or including does not limit what else might be included.
- 32.6.** If a party consists of more than one person, these terms and conditions bind them jointly and each of them severally.
- 32.7.** Any obligation not to do anything shall be deemed to include an obligation not to suffer, permit or cause that thing to be done.
- 32.8.** Time shall be of the essence in any provision where a time or period is given.
- 32.9.** These terms and conditions record the entire understanding between the parties relating to the Hire and supersede all previous arrangements, whether written, oral or both, relating to such matters.
- 32.10.** The undertakings, agreements and continuing obligations under these terms and conditions do not merge on completion of the Hire.
- 32.11.** Each and every provision (and each and every part thereof) of these terms and conditions shall be read and construed as a separate and severable provision (or part). If any provision (or part) is held illegal, or null and void, or otherwise unenforceable for any reason by any court, tribunal or administrative body of competent jurisdiction, then that provision (or part, as the case may be) shall be severed and the remainder shall be read and construed as if the severable provision (or part) were omitted provided always that all the other provisions of these terms and conditions shall be treated as maintained and enforceable.
- 32.12.** Any facsimile copy or printed electronic copy of these terms and conditions signed by the Hirer (where required by the Operator) may be relied upon by the Operator as though it was an original copy.
- 32.13.** The Hire shall be governed by and construed in accordance with the laws of New Zealand and the Hirer submits to the exclusive jurisdiction of the Courts of New Zealand.