

### CUSTOMER DETAIL

Account Name *(legal entity)*:

Trading Name *(if different)*:

Business Phone:  Email:

Do you want invoices / statements / remittances sent to this Email?  Yes  No *Please specify:*

**LEGAL ENTITY:**  Company  Partnership  Trust  Sole trader  Other *(please specify):*

**CUSTOMER TYPE:**  Farm  Contractor  Other *(please specify):*

GST Number:

Bank Account Name:

Bank Account:

Do you already have a Carrfields representative/agent?  No  Yes, if yes, name:

### CUSTOMER ADDRESS

**PHYSICAL ADDRESS:**

Postcode:

**DELIVERY ADDRESS:** *(if different from above)*

Postcode:

**POSTAL ADDRESS:** *(if different from above)*

Postcode:

### PRIMARY CONTACT Authorised Person Director Guarantor Trustee Other *(please specify):*

First Name:  Surname:

Mobile:  Email:

Drivers Licence/Passport No:  Version:  Date of Birth:

### OTHER CONTACT Authorised Person Director Guarantor Trustee Other *(please specify):*

First Name:  Surname:

Mobile:  Email:

Drivers Licence/Passport No:  Version:  Date of Birth:

### OTHER CONTACT Authorised Person Director Guarantor Trustee Other *(please specify):*

First Name:  Surname:

Mobile:  Email:

Drivers Licence/Passport No:  Version:  Date of Birth:

## FARM INFORMATION (if applicable)

FARM NAME:

FARM ADDRESS:

Postcode:

Farm Manager: (if applicable)

Farm Manager Phone Number:

Email:

Do you have more than one farm?  Yes  No

Please specify:

FARM TYPE:

Dairy

Sheep

Beef

Deer

Arable

Grazing

Horticulture

Viticulture

Other

FARM SIZE: (effective hectare)

Total Farm Size:

Arable Land Area:

Grazing Land Area:

Irrigated Land Area:  Yes  No

NAIT:

Preferred Carrier:

NAIT Number:

Farm Address:

NAIT Number:

Farm Address:

## CONTRACTOR INFORMATION (if applicable)

SITE ADDRESS:

Postcode:

Site Manager: (if applicable)

Site Manager Phone Number:

Email:

CONTRACTOR TYPE: (if applicable)

Cultivation

Drilling

Spraying

Forage harvesting/Baling

Fertiliser spreading

Other (please specify):

## CHEMICAL HANDLING INFORMATION (if applicable)

Partnership Points Number:

Approved Chemical Handling Number:

Expiry Date:

Name of Certificate Holder:

## APPLICATION AND DECLARATION

I/we on behalf of the applicant(s) and if applicable as Guarantor acknowledge and declare that:

1. the information provided to Carrfields and given in this application is true and correct;
2. I/we have read the Carrfields Limited Terms and Conditions attached to this application and agree to be bound by them (and any variation);
3. I/we irrevocably authorise Carrfields to make enquiries as it considers appropriate (including the credit reference agencies, bankers, solicitors, insurers and accountants), and to provide information to any third party

for the purpose of carrying out credit checks, obtaining credit reports or debt collection which may then be held and used by that third party and used for its credit reporting purposes. Such third parties include but are not limited to: Centrix Group Ltd, 56 Cawley Street, Ellerslie, Auckland 1051

4. I/we understand and acknowledge that Carrfields may reject this application and is not required to provide a reason. This includes where I/we do not provide the information requested by Carrfields or refuse to grant Carrfields the authority to obtain information about me/us in accordance with (c) and the Terms and Conditions.

Authorised Person

Guarantor

Full Name:

Signature:

Date:

I agree to the terms and conditions

Authorised Person

Guarantor

Full Name:

Signature:

Date:

I agree to the terms and conditions

## APPLICANTS CHECKLIST

Have all Parties Completed Application

Personal Guarantee Completed if Company

Application and Declaration above completed

Copy of Trust Deed or proof of Partnership Trading Name

Have you attached the approved Documents for the Bank Account

Copy of Drivers Licence / Passport

# CARRFIELDS TERMS AND CONDITIONS

## 1. Definitions

**"Account"** means any account to buy and/or sell Goods which we have established in your name.

**"Application Form"** means your application to open an Account.

**"Buyer"** means the purchaser of any Goods (being you, if we are acting as your agent, or the third party purchaser if we are not acting as your agent).

**"Carrfields Group"** means all companies in the Carrfields group of companies from time to time as published on our website, and includes each company's successors and assigns.

**"Commission"** means the fee to be paid to us in relation to the sale and/or purchase of Goods as specified in our purchase invoice and/or buyer created tax invoice (if any), if and as applicable.

**"Force Majeure"** means an event beyond our (or, if applicable, the Buyer or Seller's) reasonable control, including death, disease, pandemic, theft, flood, earthquake or other natural disaster, but does not include a lack of resources (including funds) for any reason.

**"Goods"** means all goods and services supplied by us or sold through us, and including but not limited to livestock, feed, supplements, grain, seed, and farm machinery.

**"GST"** means goods and services tax pursuant to the Goods and Services Tax Act 1985.

**"NAIT"** means National Animal Identification and Tracing.

**"NAIT Act"** means the National Animal Identification and Tracing Act 2012.

**"Per Head Fees"** means any per head fees to be paid to us in relation to the sale and/or purchase of Goods that are livestock as specified in our purchase invoice and/or buyer created tax invoice (if any), if and as applicable.

**"Price"** means the price for the Goods as specified in our purchase invoice and/or buyer created tax invoice.

**"Terms"** means these Carrfields terms and conditions as replaced or amended from time to time.

**"Transaction"** means any sale and purchase of Goods facilitated by us as agent for you or a third party.

**"Seller"** means the vendor of any Goods (being you, if we are acting as your agent, or the third party vendor if are not acting as your agent).

**"we", "us" or "our"** means Carrfields Limited and its successors and assigns, or any other member of the Carrfields Group.

**"you" or "your"** means the person(s) named as applicant(s), and where applicable includes any guarantor(s) named as guarantor(s), in the Application Form.

## 2. When these terms apply

2.1. These Terms apply to the use of your Account and all transactions conducted with us or through us. You will be deemed to have accepted these Terms by providing the signed Application Form to us. We may change these Terms from time to time. We will provide you with reasonable notice of any significant changes to our Terms as we deem reasonably necessary. By purchasing Goods from us or conducting a Transaction with us, you will be deemed to have accepted the most recent version of these Terms applicable at that time.

2.2. These Terms prevail over the terms in any sales docket relating to Transaction but are deemed to be incorporated into the terms of that Transaction. However, if Transaction is conducted at an auction at which the New Zealand Stock & Station Agents' Association Conditions of Sale apply, these Terms are supplementary to and do not limit the New Zealand Stock & Station Agents' Association Conditions of Sale.

## 3. Carrfields Group

All members of the Carrfields Group appoint Carrfields Limited as their agent for the purposes of administering and enforcing, and for invoicing and collecting payment under these Terms. Carrfields Limited may enforce all rights, powers and entitlements granted to or conferred on Carrfields Limited under these Terms on behalf of the Carrfields Group or any member of the Carrfields Group.

## 4. Your Account

4.1. You must notify us of any changes to your contact details or any other information you have given us in respect of your Account.

4.2. We may impose a credit limit on your Account and alter that credit limit by notice to you in writing. If you exceed the credit limit we may refuse to supply Goods to you or conduct a Transaction with you.

4.3. We may at any time and in our sole discretion apply any:

- (1) credit balance on your Account; or
- (2) amount held on your behalf or received by us, or by any other member of the Carrfields Group, towards payment of any amount that you owe to us or to any other member of the Carrfields Group.

4.4. We reserve the right to refuse to debit or credit your Account at our sole discretion.

## 5. Our role in Transactions between you and Third Parties

5.1. From time to time, we may act as agent for both the Buyer and the Seller of Goods. Where we do so, you consent to us acting for both parties and acknowledge and agree that we will not be liable to you for doing so.

5.2. You acknowledge that these Terms contain clauses that are for the benefit of a Seller or Buyer, and may, for the purposes of Part 2 Subpart 1 of the Contract and Commercial Law Act 2017, be enforced by that Seller or Buyer against you.

5.3. Where we act for you in the sale of your Goods and you fail to deliver those Goods to the Buyer on the agreed date and/or those Goods are not in the agreed condition and/or quantity when delivered, then without prejudice to any other remedies available to us or the Buyer, we may at our discretion sue you for specific performance or cancel the Transaction. If we cancel a Transaction under this clause, you must immediately repay any amounts paid by us and/or the Buyer to you, and default interest will accrue on such amounts from the agreed date of delivery until the date the amounts are repaid in full. Interest will be calculated in accordance with clause 6.8.

5.4. Where we are selling your Goods at auction, unless you have notified us of a reserve price, we may (but are not obliged to) set a reserve price for you. Neither we nor our auctioneer will be liable to you in any way in relation to the reserve set by us, or any failure to set a reserve.

## 6. Terms of Payment

6.1. You must pay us the Price and any applicable Commission, Per Head Fees, delivery charges, and any other fees including but not limited to auction fees (as applicable), plus GST. We will provide you with an invoice which incorporates a breakdown of all costs payable by you.

6.2. You must pay our invoice in full, without any withholding, deduction or set-off of any kind, and in the manner specified in our invoice. If our invoice does not specify a time for payment, you must pay us no later than 7 days after the date the Goods are delivered to you.

6.3. Where we act for you as the Buyer of Goods from a Seller, you must pay the Price for the Goods in full no later than 14 days after the date the Goods are delivered to you.

6.4. Where you make payment to us pursuant to clauses 6.1 or 6.3 (as the case may be), payment will not be credited to your Account until received by us in cleared funds.

6.5. Where we act for you as the Seller of Goods to a Buyer, we will pay you promptly once we have received the Price from the Buyer, but subject to our rights under clauses 4.3, 6.7 and 6.6. We may (in our sole discretion) elect to pay you before we receive full payment from the Buyer, except where clause 6.6 applies. If we do so:

- (1) the Buyer will not be released from any liability and your rights under the sale contract (including to payment) are deemed to be transferred to us; and
- (2) we may, at any time before receiving the Price in full from the Buyer, reverse any payment made to you by debiting your account (and you must immediately pay any debit balance to us) and assign to you our right to payment from the Buyer.

6.6. We may act as agent for an exporter in the sale of your Goods. Where we do so, we will pay you promptly once we have received the corresponding funds from the exporter (subject to our rights under clauses 4.3 and 6.7), provided you meet all of the exporter's conditions. This includes National Animal Identification and Tracing transfers, required exporter documentation and pedigree transfers. All documentation must be complete and provided to us and/or the exporter.

6.7. We may withhold making payment to the Seller until all things within the Seller's control required to transfer title of the Goods to the Buyer have been completed, including without limitation animal transfer certificates, electronically or manually recording a NAIT Animal Sending Movement.

6.8. We may deduct any Commission and/or Per Head Fees from the proceeds of sales completed on your behalf, or debit any Commission and/or Per Head Fees from your Account. Commission may be payable by both parties where we have acted for both parties to a Transaction.

6.9. We may pass on to you any costs of payment processing such as credit card surcharges for payments you make to us and payments we make to you. We may (in our sole discretion) write off small credit balances on your Account for administrative efficiency.

6.10. We may charge interest on payments not made when due at the default rate of 21% per annum. Interest will accrue on a daily basis and will compound monthly until all amounts (including default interest) have been paid in full (whether before or after payment).

6.11. All costs incurred by us in recovering overdue monies and/or enforcing any of our rights under these Terms (including court, solicitor and debt collection costs) are payable by you to us as a due debt without further demand. We may debit such costs from your Account and charge interest on such costs in accordance with clause 6.8 until we receive full payment.

## 7. Risk, Title and Delivery

7.1. Goods purchased by you are at your risk:

- (1) for livestock, upon crossing the tailgate of the vehicle; and
- (2) for all other Goods, at the time you collect the Goods, or a carrier collects the Goods for delivery to you.

7.2. Ownership of and title to all Goods remains with us or the Seller (as the case may be) and does not pass to you until:

- (1) you pay us for the Goods in full; and
- (2) you have satisfied all of your obligations under these Terms in respect of the Goods.

7.3. Until title in the Goods passes to you, you will:

- (1) hold or deal with the Goods as our (or the Seller's) agent and deal with them only on behalf of us (or the Seller);
- (2) store the Goods in a manner which will protect them from damage or deterioration, and ensure that they are separately identified or identifiable from your other property;
- (3) not grant any security, encumbrance, interest or charge over the Goods to any person except us if we require such interest or charge;
- (4) insure the Goods at your own cost for full replacement value against all risks and, if we or the Seller require, have our or the Seller's interests in the Goods noted on your insurance policy; and
- (5) not assign or purport to assign to any person the right to receive any proceeds of the Goods.

7.4. Where we are delivering Goods to you or a Buyer on your behalf:

- (1) you are responsible for insuring the Goods while in transit, regardless of whether we or you are arranging transportation of the Goods; and
- (2) we will not be liable for any delay, failure or change in method of delivery due to circumstances beyond our reasonable control.

7.5. Where you have purchased Goods, you are responsible for checking whether the quantity of Goods delivered is correct upon delivery and notifying us (or the Seller) of any error. Unless you promptly notify us (or the Seller) in writing within 5 days, you will be deemed to have accepted the condition, suitability and quantity of the Goods delivered.

7.6. To the extent permitted by law, we will not be liable to you or any third party for any loss or damage caused by us in exercising our rights under this clause 7 and you indemnify us, our servants and agents, for any exercise or purported exercise of our rights under this clause 7.

7.7. Where you have purchased Goods, you are responsible for checking whether the quantity of Goods delivered is correct upon delivery and notifying us (or the Seller) of any error. Unless you promptly notify us (or the Seller) in writing within 5 days, you will be deemed to have accepted the condition, suitability and quantity of the Goods delivered.

7.8. To the extent permitted by law, we will not be liable to you or any third party for any loss or damage caused by us in exercising our rights under this clause 7 and you indemnify us, our servants and agents, for any exercise or purported exercise of our rights under this clause 7.

## 8. Personal Properties Securities Act 1999

8.1. Without limiting anything else in these Terms, you grant us:

- (1) a charge over all your present and after acquired property on the terms contained in the then-current Law Association of New Zealand form of General Security Agreement (6301) (and related terms/memorandum); and
- (2) a security interest in all Goods supplied to you (including all proceeds of such Goods) (being a "purchase money security interest" for the purposes of the PPSA), to secure payment of all amounts you owe to us. These Terms constitute a "security agreement" for the purposes of the PPSA.

8.2. You agree to do all things necessary to enable us to register financing statements on the Personal Properties Securities Register ("PPSR"), and to ensure that the security interest granted under this clause 8 is a first ranking perfected security interest over such Goods and any proceeds. We may register a security interest on the PPSR in our name as secured party even if we are acting as agent for the Seller.

8.3. You must not change your name without giving us at least a 15-day written notice before the name change takes effect.

8.4. If the Goods subsequently become part of some other product or mass, then nothing in these Terms will limit the application of sections 82 to 86 of the PPSA.

8.5. You grant us an irrevocable licence to enter onto any property you own or occupy to take any action we consider necessary at any time to protect the Goods and/or our interest in the Goods (including, without limitation, taking possession of the Goods at any time without notice and repossessing the Goods).

8.6. Nothing in section 114(1)(a), 120(1), 122, 133 or 134 of the PPSA applies. You waive your rights in sections 116, 120(2), 121, 125, 126, 127, 129 and 131 of the PPSA, and your right under section 148 of the PPSA to be given a copy of any verification statement in respect of any financing statement or financing change statement relating to the security interest.

## 9. Warranties

9.1. To the extent we are able, we will pass on to you the benefit of any manufacturer warranties in respect of any Goods we supply to you. Except as expressly agreed otherwise in writing, we do not make any representations or give any warranties in relation to the Goods being supplied to you, including (to the maximum extent permitted by law) representations and/or warranties in respect of:

- (1) the condition of any Goods;
- (2) the Goods' fitness for purpose; and/or
- (3) where the Goods are livestock, the health of the livestock and/or the presence or absence of any disease, pests, unwanted organisms and/or notifiable organisms.

9.2. You warrant that:

- (1) you are able to lawfully enter into, and perform your obligations under these Terms;
- (2) you have sufficient resources to meet your obligations under these Terms and any Transaction and will immediately notify us in writing on you becoming aware of any matter, circumstance or thing that might prevent you from performing your obligations (including your ability to pay any amount when due) under these Terms or any Transaction; and
- (3) all information you have supplied to us under or in connection with these Terms or any Transaction is complete and correct (including in respect of information relevant under the NAIT Act). You must immediately advise us of any changes to such information.

9.3. Where we act as agent for you as the seller of your Goods, you further warrant and represent that you are selling your Goods free from any security interest, charge or other encumbrance.

9.4. You indemnify us against any losses, liabilities or costs (including legal costs on a solicitor/client basis) which we may suffer or incur in respect of any breach of the warranties in clauses 9.2 and 9.3.

9.5. You acknowledge and agree that you enter into these Terms and any Transaction at your own risk and in reliance on your own judgement.

## 10. National Animal Identification and Tracing

10.1. Where you are a "PICA" as defined in the NAIT Act, you warrant that you will comply with obligations under the NAIT Act and relevant legislation and regulations at all times.

10.2. Where you are the Seller of livestock, you warrant that the livestock are tagged with NAIT compliant ear tags and registered on the NAIT database.

10.3. You authorise us to transact NAIT transfers on your behalf in our capacity as a PICA when the livestock are sold in a saleyard. In all other cases, you may request that we complete the NAIT transfer on your behalf and our standard NAIT processing fee applicable at the time will apply. Where this clause 10.3 applies, we will have authority to act on your behalf to the extent applicable, but are not obliged to do so. We may renounce the authority contained in this clause at any time. Our acceptance of such authority is not in substitution of your responsibility to meet your obligations under the NAIT Act.

10.4. You indemnify and hold us harmless for any claim against us or loss or damage sustained by us as a result of any breach of warranty or obligation owed by you to us under this clause 10.

## 11. Biosecurity Act 1993

11.1. Where you are the Seller of livestock:

- (1) you warrant that the livestock are healthy and free from disease, pests, unwanted organisms and notifiable organisms as defined under the Biosecurity Act 1993, and that the livestock and any property on which the livestock have been depastured are not subject to any order or notice of direction (such as a movement or control order) made by any regulatory authority including the Ministry of Primary Industries;
- (2) you shall at all times comply with the provisions of the Biosecurity Act 1993 and any lawful notices and orders given or made by any regulatory authority in relation to the livestock; and
- (3) you indemnify us against any loss or cost of any kind which we may suffer or incur as a result of your breach of clauses 11.1(a) and/or 11.1(b).

11.2. Where you are the Buyer of livestock through us, you acknowledge and agree that any information we provide you about the health of the livestock and the

presence or absence of any disease, pests or other unwanted or notifiable organisms is passed on from the Seller. We do not verify this information and will not be liable to you in any way if that information is not correct or complete.

## 12. Plant Variety Rights

12.1. Where you are the seller of Goods that are subject to protection under the Plant Variety Rights Act 2022, you warrant that you:

- (1) are fully compliant with the provisions of the Plant Variety Rights Act 2022 to the extent applicable; and
- (2) have full rights to sell the Goods to the Buyer for the Buyer's use of the Goods.

12.2. You indemnify us for any damage, harm, injury, loss (including, without limitation, consequential loss), expense, cost or any other thing arising directly or indirectly from your failure to comply with clause 12.1.

## 13. Default

13.1. If you fail to comply with any of these Terms (or any other contract relating to us), supply false or misleading information to us (or a Buyer or Seller) or make any representation to us (or a Buyer or Seller) that is false or misleading, then without prejudice to our other remedies:

- (1) we may cancel or suspend your Account;
- (2) we and/or the Seller or Buyer may cancel any Transaction with you; and
- (3) we and/or the Seller may (without your consent) appoint a receiver, or remove and appoint another receiver, in respect of the Goods and the receiver is authorised to do anything referred to in these Terms and exercise all powers and rights conferred on the receiver by law (including without limitation selling and/or taking possession of the Goods as the receiver sees fit).

13.2. Upon suspension or cancellation of your Account, any outstanding balance on your Account will be immediately due and payable. Any interest payable under these Terms will continue to accrue until you make payment of all outstanding amounts.

13.3. Neither we nor the Seller, Buyer or any other party to the Transaction will be liable to you for any loss or damage you suffer because of our (or their) exercise of any rights, powers or remedies that are available to them or us, including the remedies under this clause.

## 14. Liability

14.1. Our sole liability to you is in connection to defective or faulty Goods that you have purchased directly from us (other than livestock). Where we have supplied defective or faulty Goods to you, we may (at our election) replace any defective or faulty Goods or refund you the Price of the defective or faulty Goods. For the avoidance of doubt, we have no liability whatsoever in respect of Goods you have purchased through us from a third party Seller.

14.2. To the maximum extent permitted by law, we will not be liable to you, whether in tort (including negligence), contract, equity or otherwise, for:

- (1) any loss or damages of any kind, whether direct, indirect, special or consequential suffered or incurred by you (except as set out in clause 14.1);
- (2) anything done or not done by us on your behalf (including by us as your agent).

14.3. We give no warranties or representations as to the ability of the Buyer or Seller (as the case may be) to perform any obligations, including the obligations to supply any Goods or to pay any money.

14.4. If and to the extent that we cannot rely on the exclusions of liability in these Terms, then the maximum aggregate amount of our liability to you arising out of any claim for loss or damage is limited to:

- (1) where we received a Commission in respect of the Transaction in connection with which our liability arises, the amount of the Commission actually received by us; and
  - \$100, in all other cases.
- In the event of any claim, both parties must, in good faith, make all reasonable efforts to minimise the amount of any loss.

## 15. Consumer Guarantees Act and Fair Trading Act

15.1. You acknowledge and agree that any Goods acquired by you are acquired "in trade" and therefore the Consumer Guarantees Act 1993 does not apply.

15.2. Where we are acting as agent for you and/or the other party to the Transaction you acknowledge and agree that any information we provide you is passed on from the other party and has not been independently verified by us. Accordingly, nothing in sections 9, 12A, 13 and 14(1) of the Fair Trading Act 1986 apply.

## 16. Guarantee

16.1. We may require one or more guarantees in respect of your obligations to us from a person or entity we consider satisfactory (in our sole discretion). All guarantees cover the obligations and liabilities you owe to us under any Account or separate contract between you and us, including these Terms, and include any and all future obligations and liabilities. The guarantor may for all purposes be treated as primarily liable for the performance of your obligations under these Terms, and we will not be under any obligation to take proceedings against you before taking any proceedings against the guarantor. If you are unable or unwilling to procure a guarantee we may:

- (1) reject your Application Form; or
- (2) exercise our rights under clause 13.

16.2. Where there is more than one guarantor, each guarantor's liability is joint and several.

16.3. All guarantees will continue regardless of any changes made to the credit limit under the Account, the terms of the Account, these Terms or any other circumstance unless we formally agree in writing (at our discretion).

## 17. Force Majeure

17.1. Neither us nor the Seller or the Buyer (as the case may be) will be liable to you for any delay in delivery, non-delivery, destruction or deterioration of all or any part of the Goods, or delay in payment directly or indirectly caused by an event of Force Majeure. If a Force Majeure event occurs, we may, at our sole discretion, either cancel the supply of Goods or the Transaction wholly or in part, or extend the time for delivery of or payment for the Goods for such period as may be reasonably necessary. You agree not to bring any claim against us, the Seller or the Buyer as a consequence of any cancellation or postponement of a delivery or purchase of Goods due to the Force Majeure event.

## 18. Disputes

18.1. Any dispute arising out of or in relation to these Terms will be referred to an independent expert for determination. The independent expert will be appointed by us after consultation with you (and if the dispute is between you and a Buyer or Seller of Goods, the Seller or Buyer (as applicable)).

18.2. In determining a dispute the independent expert will:

- (1) act as an expert and not as an arbitrator;
- (2) rely on their own knowledge, skill, experience and judgment;
- (3) be entitled to make his or her own independent enquiries.

18.3. The expert will be requested to give their determination of the dispute as soon as practicable after being appointed. The expert's determination will be in writing, include reasons, and will be final and binding.

18.4. The expert's fees with respect to his or her determination will be borne equally by the parties to the dispute, except to the extent that the expert determines otherwise.

18.5. Nothing in this clause 18 precludes a party from seeking or obtaining urgent interlocutory relief against the other party where that party believes the relief is necessary for the urgent protection of its rights or property.

## 19. Privacy

19.6. We will collect, store, use and disclose any personal information received in connection with these Terms in accordance with our Privacy Policy and our obligations under the Privacy Act 2020. [www.carrfields.co.nz/privacy-security/](http://www.carrfields.co.nz/privacy-security/)

## 20. General

20.1. Assignment: We may assign our rights and obligations under these Terms without your consent. You may not assign any of your rights and obligations under these Terms unless we expressly agree otherwise in writing.

20.2. Legislation: A reference to any legislation in these Terms includes a reference to any amended or substitute legislation and any regulations enacted under that legislation.

20.3. Governing Law: These Terms are governed by New Zealand law and the parties submit to the exclusive jurisdiction of the courts of New Zealand in respect of any dispute or expert determination in relation to these Terms.

20.4. Severability: Each clause of these Terms is separately binding. If any clause is held to be void, unenforceable or otherwise ineffective by a court of competent jurisdiction, the remaining clauses will continue to be valid and enforceable and the offending clause will be deemed amended to the minimum extent required to make it valid and effectively enforceable.

20.5. Joint and Several Liability: Where you comprise more than one person or entity then the liability between those persons under these Terms is joint and several.