

# L. Edwards & Son Limited T/A VisionLab – Terms & Conditions of Trade

1. <b>Definitions</b>	6. <b>Price and Payment</b>	Services as agreed solely due to any action or inaction of the Client, then VisionLab shall be entitled to:
1.1 "Agreement" means the terms and conditions contained herein, together with any Quotation, order, invoice or other document or amendments expressed to be supplemental to this Agreement.	6.1 At VisionLab's sole discretion the Price shall be either:	(a) charge the Client additionally for re-providing the Services at a later time and date; or
1.2 "Business Days" shall mean Monday through Friday (excluding Public Holidays) between the hours of 8.30am and 5.30pm.	(a) as indicated on any invoice provided by VisionLab to the Client; or	(b) subject to clause 21, terminate this Agreement.
1.3 "Client" means the person/s, entities or any person acting on behalf of and with the authority of the Client requesting VisionLab to provide the Services as specified in any proposal, quotation, order, invoice or other documentation; and:	(b) the Price as at the date of delivery of the Goods according to VisionLab's current price list; or	Delivery ("Delivery") of the Goods is taken to occur at the time that:
(a) if there is more than one Client, is a reference to each Client jointly and severally; and	(c) VisionLab's quoted price (subject to clause 6.2(b)) which will be valid for the period stated in the quotation or otherwise for a period of thirty (30) days.	(a) the Client or the Client's nominated carrier takes possession of the Goods at VisionLab's address; or
(b) if the Client is a partnership, it shall bind each partner jointly and severally; and	Additional and/or varied Services:	(b) VisionLab (or VisionLab's nominated carrier) delivers the Goods to the Client's nominated address even if the Client is not present at the address.
(c) if the Client is a part of a Trust, shall be bound in their capacity as a trustee; and	(a) VisionLab agrees that there will be no charge in the preparation of this Agreement, which may include Client discussions, project scoping, research, testing and business analysis, etc. However, in some instances the aforementioned services may be charged to the Client additionally (at VisionLab's sole discretion).	The cost of Delivery is either included in the Price or is in addition to the Price as agreed between the parties.
(d) includes the Client's executors, administrators, successors and permitted assigns.	(b) VisionLab reserves the right to amend the Price:	Subject to the any agreed service levels and these terms and conditions, VisionLab will use reasonable care and skills in providing the Services to ensure the Client receives continual, uninterrupted and fault-free Services for the duration of this Agreement. However, given the nature of telecommunications systems, including VisionLab's reliance on systems, hardware or software and services VisionLab does not own or control (including third party service providers), VisionLab cannot guarantee the availability of the Services at all times, which shall be subject to regularly scheduled maintenance cycles, and any events/circumstances beyond VisionLab's control. Any failure or delay by VisionLab to provide the Services (promptly or at all) due to circumstances beyond VisionLab's control shall not itself constitute a default by VisionLab under this Agreement. Only the Services explicitly included in this Agreement will be provided and supported, all other services offered are specifically excluded. Where necessary for commercial, technical or other reasons:
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. <b>If the Client does not wish to allow Cookies to operate in the background when using VisionLab's website, then the Client 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.</b>	(i) where there is any variation to the accepted plan of scheduled Services, or instructions/specifications, which will be charged for on the basis of VisionLab's standard hourly rates (and double such rate for any Services provided outside VisionLab's normal business hours); or	(a) a network or third party service provider connected to this Agreement may suspend or terminate its connection to any services provided; and
1.5 "Price" means the Price payable (plus any Goods and Services Tax ("GST") where applicable) for the Goods as agreed between VisionLab and the Client in accordance with clause 6 below.	(ii) in the event of increases to VisionLab in the cost of labour or materials (including the increase in overseas transactions as a consequence of variations in foreign currency rates of exchange and/or international freight and insurance charges) which are beyond VisionLab's control.	(b) those services may suspend or terminate their connection to another network or service provider.
1.6 "Services" means all Goods (which includes any goods, hardware, files, information, printed or virtual material, data or software) or Services (which includes any installation and/or repair of Goods or components, advice or recommendations, support services, assessment and treatment planning, reporting, technical service, back-up/recovery services and support, analysis, training, and project management or service sourcing) supplied by VisionLab to the Client at the Client's request from time to time (where the context so permits the terms 'Goods' or 'Services' shall be interchangeable for the other).	(c) Variations will be charged for on the basis of VisionLab's quotation, and will be detailed in writing, and shown as variations on VisionLab's invoice. The Client shall be required to respond to any variation submitted by VisionLab within ten (10) working days. Failure to do so will entitle VisionLab to add the cost of the variation to the Price. Payment for all variations must be made in full at the time of their completion.	9.5 VisionLab has no responsibility:
1.7 "VisionLab" means L. Edwards & Son Limited T/A VisionLab, its successors and assigns	At VisionLab's sole discretion a reasonable deposit may be required. Time for payment for the Goods being of the essence, the Price will be payable by the Client on the dates determined by VisionLab, which may be:	(a) to provide training in the use of the Services and/or related applications; or
2. <b>Acceptance</b>	(a) on or before delivery of the Goods;	(b) for any failure in providing the Services where attributable to a fault in the Client's phone line, and no credit or refund in relation to the Price will be considered for such outages.
2.1 The parties acknowledge and agree that:	(b) for certain approved Clients, due twenty (20) days following the end of the month in which a statement is posted to the Client's address or address for notices;	9.6 No guarantee is given by VisionLab as to the availability (at any or all times) of the Services (including stability and connection speeds of data transmitted when using the Services) as advertised, as such may vary depending on the service kind and delivery infrastructure, including:
(a) they have read and understood the terms and conditions contained in this Agreement; and	(c) the date specified on any invoice or other form as being the date for payment; or	(a) whether the Client are located in a coverage area;
(b) the parties are taken to have exclusively accepted and are immediately bound, jointly and severally, by these terms and conditions if the Client places an order, or accepts Services provided by VisionLab.	(d) failing any notice to the contrary, the date which is seven (7) days following the date of any invoice given to the Client by VisionLab.	(b) the number of users sharing the network;
2.2 These terms and conditions may only be amended with the consent of both parties in writing and shall prevail to the extent of any inconsistency with any other document or contract between the Client and VisionLab.	6.5 Payment may be made by cash, bank cheque, electronic/on-line banking, credit card (a surcharge per transaction may apply), or by any other method as agreed to between the Client and VisionLab.	(c) the computer hardware and software the Client uses;
2.3 None of VisionLab's agents or representatives are authorised to make any representations, statements, conditions or agreements not expressed by the manager of VisionLab in writing, nor is VisionLab bound by any such unauthorised statements.	6.6 VisionLab may in its discretion allocate any payment received from the Client towards any invoice that VisionLab determines and may do so at the time of receipt or at any time afterwards. On any default by the Client VisionLab may re-allocate any payments previously received and allocated. In the absence of any payment allocation by VisionLab, payment will be deemed to be allocated in such manner as preserves the maximum value of VisionLab's Purchase Money Security Interest (as defined in the PPSA) in the Goods.	(d) general activity on the internet;
2.4 Once accepted by the Client, VisionLab's quotation shall be deemed to interpret correctly the Client's instructions, whether written or verbal. Where verbal instructions only are received from the Client, VisionLab shall not be responsible for errors or omissions due to oversight or misinterpretation of those instructions.	The Client shall not be entitled to set off against, or deduct from the Price, any sums owed or claimed to be owed to the Client by VisionLab nor to withhold payment of any invoice because part of that invoice is in dispute.	(e) speed and capacity of the server being accessed.
2.5 This Agreement constitutes the entire agreement between VisionLab and the Client, and the Client hereby acknowledges that no reliance is placed on any representation made by VisionLab, but not embodied in this Agreement.	Unless otherwise stated the Price does not include GST. In addition to the Price, the Client must pay to VisionLab an amount equal to any GST VisionLab must pay for any supply by VisionLab under this or any other contract for the sale of the Goods. The Client must pay GST, without deduction or set off of any other amounts, at the same time and on the same basis as the Client pays the Price. In addition, the Client must pay any other taxes and duties that may be applicable in addition to the Price except where they are expressly included in the Price.	9.7 In the event during the course of the Services there is any reduction in speed and/or coverage imposed from a third party service provider that subsequently effects the Client's operations, the Client will be entitled to terminate the Agreement under 21 without incurring any penalty, where such changes are beyond the control of VisionLab. However, VisionLab will in all cases firstly attempt to resolve such occurrences with assisting in sourcing an alternative third party service provider to ensure limited disruption.
2.6 The Services supplied under this Agreement do not include, unless otherwise specified in writing by VisionLab:	7. <b>Terms of Use</b>	9.8 Whilst VisionLab may supply equipment in order to facilitate the provision of Services (e.g. routers, etc.), subsequent replacement of such should any failure thereof occur beyond its warranty period is the Client's responsibility and at the Client's cost.
(a) travel and accommodation required to provide authorised on-site Services, courier and freight charges and any direct costs other than VisionLab's personnel's time and ordinary overheads;	When the Client uses the Services, the Client must:	10. <b>Service Faults</b>
(b) products and services supplied by a third party. Where the provision of Services requires VisionLab to obtain products and/or services from a third party, this Agreement shall incorporate, and shall be subject to, the conditions of supply of such products and/or services to VisionLab, and the Client shall be liable for the cost in full including VisionLab's margin of such products and/or services;	(a) comply with all laws, all directors by a regulator, all notices issued by authorisation of, under, law (e.g. Copyright Act 1994) and reasonable directions by VisionLab; and	10.1 The Client is responsible for notifying VisionLab of a fault with the Services as quickly as possible.
(c) support of other software, accessories, attachments, machines, hardware, peripherals, systems or other devices not supplied by VisionLab, or support which is rendered more difficult because of any changes, alteration, addition, modifications or variations to the Services, the operating system or the operating environment;	(b) keep all account information, password, data and equipment confidential and secure. The Client remains responsible for any use or misuse of such; and	10.2 VisionLab is responsible for trouble-shooting the source of the fault and either rectifying the fault in a timely manner (i.e. if the fault is with VisionLab's Services) or escalating the fault to the third party provider (i.e. if the fault is with a service provided by that third party provider).
(d) rectification of lost or corrupted data arising from any reason other than the negligence, fault or omission of VisionLab;	(c) follow any reasonable instructions provided by VisionLab in relation to the Services; and	10.3 VisionLab reserves the right to charge support fees inside normal business hours where a fault has been notified and investigated and cannot be traced to a fault with VisionLab's Services.
(e) attendance to faults caused by the Client's use of the Goods, or diagnosis or rectification of problems not associated with the Goods;	(d) access and use the Services solely in accordance with these terms and conditions and any reasonable instructions provided by VisionLab.	10.4 Support outside VisionLab's normal business hours is available via an afterhours service in accordance with clause 2.8 and 2.9.
(f) loss or damage caused directly or indirectly by operator error or omission and over which VisionLab has no control.	The Client must not:	11. <b>Client's Responsibilities</b>
2.7 A minimum callout fee shall be applicable from the time that VisionLab's technician has been dispatched from VisionLab's premises.	(a) use, or attempt to use, or permit another person to use or attempt to use, the Services:	11.1 It is the Client's responsibility to:
2.8 In the event that VisionLab is requested to supply Services to the Client's premises, VisionLab reserves the right to charge a minimum call-out fee equal to one (1) hours labour (and/or two (2) hours labour for any requested supply of Services after-hours), plus travel and Goods.	(i) so as to cause offence, to defame, abuse, communicate obscenities, menace or annoy;	(a) provide all necessary services and amenities to enable VisionLab to provide the Services;
2.9 In relation to any remote support services that the Client requests of VisionLab, the Client accepts that a minimum charge of thirty (30) minutes will apply. Outside of VisionLab's normal operating hours (as defined in clause 1.2), a one (1) hour minimum charge will apply.	(ii) for any purpose or activity of an illegal or fraudulent nature in any jurisdiction, including damaging any property or injuring or killing any person, to breach the security of any computer network (hacking), to breach any persons privacy, or to distribute unsolicited software or junk mail;	(b) ensure that the premises are structurally sound and in a proper condition for the Services to proceed;
2.10 Electronic signatures shall be deemed to be accepted by either party providing that the parties have complied with Section 22B of the Contract and Commercial Law Act 2017, or any other applicable provisions of that Act or any Regulations referred to in that Act.	(iii) for advertising purposes without VisionLab's express written consent;	(c) provide safe and secure site storage;
3. <b>Errors and Omissions</b>	(iv) to breach any of the intellectual property rights held by VisionLab or any third party, which exist with the Services or any supplied equipment (including, but not limited to, copying, distributing, selling, renting, leasing or adapting any of the Services) or any property accessible by the Services, with the exception of making one (1) back-up copy of any supplied software or transferring of any supplied software to the hard disk drive of one (1) computer;	(d) obtain all permits and consents as may be required for the Services;
3.1 The Client acknowledges and accepts that VisionLab shall, without prejudice, accept no liability in respect of any alleged or actual error(s) and/or omission(s):	(v) to transmit, publish or communicate materials which is defamatory, offensive, abusive, indecent, menacing or unwanted;	(e) make the premises available on the agreed date/s and time/s. If installation is interrupted by the failure of the Client to adhere to the schedule of Services agreed to between VisionLab and the Client, any additional costs will be invoiced to the Client as an extra;
(a) resulting from an inadvertent mistake made by VisionLab in the formation and/or administration of this Agreement; and/or	(vi) to expose VisionLab to liability (including any claims for damages);	(f) ensure that VisionLab has clear and free access to the nominated address at all times to enable them to provide the Services. VisionLab shall not be liable for any loss or damage to the address, unless due to the negligence of VisionLab;
(b) contained in/omitted from any literature (hard copy and/or electronic) supplied by VisionLab in respect of the Services.	(vii) in any way which damages, interferes with or interrupts the Services, or a third party service provider's network used to provide the Services; or	(g) liaise with the third parties to ensure that all prerequisite work has been completed prior to the provision of the Services;
3.2 If such an error and/or omission occurs in accordance with clause 3.1, and is not attributable to the negligence and/or willful misconduct of VisionLab; the Client:	(viii) to intercept or attempt to intercept any communication not otherwise intended for the Client.	(h) to ensure the Goods are tested and maintained to full operational condition, and to report any faults or abnormalities to VisionLab immediately; and
(a) shall not be entitled to treat this Agreement as repudiated nor render it invalid; but	7.3 If, in VisionLab's opinion, the Services (including any of the Client's hardware that VisionLab comes into contact with whilst conducting the Services) are being used by anyone in breach of these terms and conditions (including clause 7) or internet etiquette, VisionLab may:	(i) where applicable, provide passwords, access codes or other details as required.
(b) shall not be responsible for any additional costs incurred by VisionLab arising from the error or omission.	(a) refuse to post such infringing information to public areas (including, but not limited to, bulletin boards, databases or software libraries);	The Client acknowledges and agrees that the Client is (for all purposes) solely responsible for the migration of all files and data (regardless of their format). VisionLab shall not be held responsible or liable for any loss, corruption, or deletion of files or data (including, but not limited to the software) resulting from illegal hacking or mislabelling or misfiling.
4. <b>Change in Control</b>	(b) remove, review or edit such infringing information from any computer on VisionLab's network, with the exception of private electronic messages;	11.3 It shall be the Client's sole responsibility to remove any removable media (including, but not limited to, diskettes, CDs, DVDs, USBs or PC Cards) from the Goods prior to returning or submitting the Goods for repair or replacement.
4.1 The Client shall give VisionLab not less than fourteen (14) days prior written notice of any proposed change of ownership of the Client and/or any other change in the Client's details (including but not limited to, changes in the Client's name, address and contact phone or fax number's, change of trustees or business practice). The Client shall be liable for any loss incurred by VisionLab as a result of the Client's failure to comply with this clause.	(c) discontinue any infringing communication;	12. <b>Risk and Limitation of Liability</b>
5. <b>Authorised Representatives</b>	(d) suspend the Services indefinitely, or for a specific period;	12.1 Risk of damage to or loss of the Goods passes to the Client on delivery, and the Client must insure the Goods on or before delivery. If any of the Goods are damaged or destroyed following delivery, but prior to ownership passing to the Client, VisionLab is entitled to receive all insurance proceeds payable for the Goods. The production of these terms and conditions by VisionLab is sufficient evidence of VisionLab's rights to receive the insurance proceeds without the need for any person dealing with VisionLab to make further enquiries. If the Client requests VisionLab to deliver the Goods to an unattended location, then such Goods shall be left at the Client's sole risk.
5.1 The Client acknowledges that VisionLab shall (for the duration of the Services) liaise directly with one (1) authorised representative, and that once introduced as such to VisionLab, that person shall have the full authority of the Client to order any Services and/or to request any variation thereto on the Client's behalf. The Client accepts that they will be solely liable to VisionLab for all additional costs incurred by VisionLab (including VisionLab's profit margin) in providing any Services or variations requested thereto by the Client's duly authorised representative.	(e) terminate the Services, and refuse to provide the Services to the Client, or the Client's associates, in the future;	The Client acknowledges and agrees that VisionLab shall not be held responsible or liable for any form of loss or damage of any nature whatsoever suffered, whether arising directly or indirectly, by the Client or any person related to or dealing with the Client out of, in connection with or reasonably incidental to the provision of the Services by VisionLab to the Client.
9. <b>Provision of the Services and Delivery of the Goods</b>	(f) inform appropriate government and regulatory authorities of suspected illegal or infringing conduct.	The Client agrees that any such suspension or termination referred to in clause 9.4(a) above will not constitute a breach of this Agreement by VisionLab and that the Services are provided on an "as is" basis without guarantee of any kind. The Client further agrees that VisionLab will not be held liable for any costs, expenses, losses, damages or other liabilities (howsoever arising) which you may incur as a result of a suspension of the Services in accordance with clause 9.4(b) above.
9.1 Any time specified by VisionLab for provision of the Services is an estimate only and VisionLab will not be liable for any loss or damage incurred by the Client as a result of provision being late. However both parties agree that they shall make every endeavour to enable the Services to be provided at the time and place as was arranged between both parties. In the event that VisionLab is unable to provide the	12.2 In the case of property and materials left with VisionLab without specific instructions, VisionLab shall be free to dispose of them at the end of sixty (60) days after VisionLab receiving them and to either accept and retain the proceeds (if any) and/or charge the Client in addition to the Price to cover VisionLab's own costs in storing, handling and/or disposing of them.	VisionLab shall be under no liability whatsoever to the Client for any indirect, incidental, special and/or consequential loss and/or expense, claim and/or cost (including legal fees and commissions, loss of profit, business, contracts, opportunity, goodwill, reputation and/or anticipated saving) and/or for any loss or corruption of data suffered by the Client arising out of a breach by VisionLab of this Agreement and/or

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	caused by any failure by the Client to comply with their obligations under this Agreement (alternatively VisionLab's liability shall be limited to damages which under no circumstances shall exceed the Price).	16.6	In the case of second-hand Goods, the Client acknowledges that they have had full opportunity to inspect the same and that they accept the same with all faults and that no warranty is given by VisionLab as to the quality or suitability for any purpose and any implied warranty, statutory or otherwise, is expressly excluded. VisionLab shall not be responsible for any loss or damage to the Goods, or caused by the Goods, or any part thereof however arising.	
12.5	VisionLab shall not be held liable for any loss or corruption of data or files (including, but not limited to, software programmes) resulting from servicing or repairs being undertaken on the Goods. It is the sole responsibility of the Client to back-up any data which they believe to be important, valuable or irreplaceable prior to bringing in any Goods for servicing or repairs.			
12.6	The Client acknowledges that it is the policy of VisionLab to report all findings of illegal material (including, but not limited to, images and software) to the relevant authorities. The Client acknowledges and accepts that non-licensed software cannot be transferred or uploaded by VisionLab under any circumstance.	17.	<b>Consumer Guarantees Act 1993 and the Fair Trading Act 1966</b>	
12.7		17.1	If the Client is acquiring Goods for the purposes of a trade or business, the Client acknowledges that the provisions of the Consumer Guarantees Act 1993 ("CGA") do not apply to the supply of Goods by VisionLab to the Client.	22.2
		17.2	VisionLab agrees to abide by the provisions of the Fair Trading Act ("FTA").	
13.	<b>Title</b>	18.	<b>Intellectual Property</b>	
13.1	VisionLab and the Client agree that ownership of the Goods shall not pass until: (a) the Client has paid VisionLab all amounts owing to VisionLab; and (b) the Client has met all of its other obligations to VisionLab.	18.1	Where VisionLab has supplied the Client with computer software (including coding and routines) and/or has designed, drawn or developed Goods for the Client, VisionLab retains full ownership of the computer software and/or the copyright in any designs and drawings and documents shall remain the property of VisionLab, and VisionLab hereby grants to the Client an irrevocable, non-exclusive and non-transferable licence to use the software (under the terms of the licence it was supplied) and/or Goods.	
13.2	Receipt by VisionLab 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. It is further agreed that until ownership of the Goods passes to the Client in accordance with clause 13.1:	18.2	The Client warrants that all designs or instructions to VisionLab will not cause VisionLab to infringe any patent, registered design or trademark in the execution of the Client's order. Furthermore, the Client agrees to indemnify, defend, and hold VisionLab harmless from all loss incurred or suffered by VisionLab arising from any claims (including third party claims) or demands against them where such loss was caused by any infringement or alleged infringement of any person's intellectual property rights by the Client during the use of the Goods.	22.3
13.3	(a) the Client is only a bailee of the Goods and must return the Goods to VisionLab on request; (b) the Client holds the benefit of the Client's insurance of the Goods on trust for VisionLab and must pay to VisionLab the proceeds of any insurance in the event of the Goods being lost, damaged or destroyed; (c) the Client must not sell, dispose, or otherwise part with possession of the Goods other than in the ordinary course of business and for market value. If the Client sells, disposes or parts with possession of the Goods then the Client must hold the proceeds of any such act on trust for VisionLab and must pay or deliver the proceeds to VisionLab on demand; (d) the Client should not convert or process the Goods or intermix them with other goods but if the Client does so then the Client holds the resulting product on trust for the benefit of VisionLab and must sell, dispose of or return the resulting product to VisionLab as it so directs; (e) the Client irrevocably authorises VisionLab to enter any premises where VisionLab believes the Goods are kept and recover possession of the Goods; (f) VisionLab may recover possession of any Goods in transit whether or not Delivery has occurred; (g) the Client shall not charge or grant an encumbrance over the Goods nor grant nor otherwise give away any interest in the Goods while they remain the property of VisionLab; and (h) VisionLab may commence proceedings to recover the Price of the Goods sold notwithstanding that ownership of the Goods has not passed to the Client.	19.	<b>Confidentiality</b>	
		19.1	Subject to clause 19.2, each party agrees to treat as confidential the other party's Confidential Information, and agree not to divulge it to any third party, without the other party's written consent.	
		19.2	Both parties agree to: (a) use the Confidential Information of the other party only to the extent required for the purpose it was provided; (b) not copy or reproduce any of the Confidential Information of the other party in any way; (c) only disclose the other party's Confidential Information to: (i) employees and third-party providers who need access to the information and who have agreed to keep it confidential; (ii) its legal advisers and insurance providers if those persons undertake to keep such information confidential; and (iii) not disclose the other party's Confidential Information to any person not referred to in this clause except with the other party's prior written consent or if required by law, any stock exchange or any regulatory body.	22.4
14.	<b>Personal Property Securities Act 1999 ("PPSA")</b>	19.3	Either party must promptly return or destroy all Confidential Information of the other party in its possession or control at the other party's request unless required by law to retain it.	22.5
14.1	Upon assenting to these terms and conditions in writing the Client acknowledges and agrees that: (a) these terms and conditions constitute a security agreement for the purposes of the PPSA; and (b) a security interest is taken in all Goods or Services that have previously been supplied and that will be supplied in the future by VisionLab to the Client, and the proceeds from such Goods as listed by VisionLab to the Client in invoices rendered from time to time.	19.4	Confidential Information excludes information: (a) generally available in the public domain (without unauthorised disclosure under this Agreement); (b) received from a third party entitled to disclose it; (c) that is independently developed.	22.6
14.2	The Client 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 VisionLab may reasonably require to register a financing statement or financing change statement on the Personal Property Securities Register; (b) indemnify, and upon demand reimburse, VisionLab for all expenses incurred in registering a financing statement or financing change statement on the Personal Property Securities Register or releasing any Goods charged thereby; (c) not register, or permit to be registered, a financing statement or a financing change statement in relation to the Goods or the proceeds of such Goods in favour of a third party without the prior written consent of VisionLab; and (d) immediately advise VisionLab of any material change in its business practices of selling the Goods which would result in a change in the nature of proceeds derived from such sales.	19.5	The obligations of this clause 19 shall survive termination or cancellation of this Agreement.	22.7
14.3	Unless otherwise agreed to in writing by VisionLab, the Client waives its right to receive a verification statement in accordance with section 148 of the PPSA.	20.	<b>Default and Consequences of Default</b>	
14.4	The Client shall unconditionally ratify any actions taken by VisionLab under clauses 14.1 to 14.3.	20.1	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 VisionLab's sole discretion such interest shall compound monthly at such a rate) after as well as before any judgment.	23.1
14.5	Subject to any express provisions to the contrary (including those contained in this clause 14), nothing in these terms and conditions is intended to have the effect of contracting out of any of the provisions of the PPSA.	20.2	If the Client owes VisionLab any money the Client shall indemnify VisionLab from and against all costs and disbursements incurred by VisionLab in recovering the debt (including but not limited to internal administration fees, legal costs on a solicitor and own client basis, VisionLab's collection agency costs, and bank dishonour fees). Further to any other rights or remedies VisionLab may have under this Agreement, if a Client has made payment to VisionLab, and the transaction is subsequently reversed, the Client shall be liable for the amount of the reversed transaction, in addition to any further costs incurred by VisionLab under this clause 20 where it can be proven that such reversal is found to be illegal, fraudulent or in contravention to the Client's obligations under this Agreement.	23.2
		20.3	Without prejudice to VisionLab's other remedies at law VisionLab shall be entitled to cancel all or any part of any order of the Client which remains unfulfilled and all amounts owing to VisionLab shall, whether or not due for payment, become immediately payable if: (a) any money payable to VisionLab becomes overdue, or in VisionLab's opinion the Client will be unable to make a payment when it falls due; (b) the Client has exceeded any applicable credit limit provided by VisionLab; (c) the Client becomes insolvent, convenes a meeting with its creditors or proposes or enters into an arrangement with creditors, or makes an assignment for the benefit of its creditors; or (d) a receiver, manager, liquidator (provisional or otherwise) or similar person is appointed in respect of the Client or any asset of the Client.	23.3
15.	<b>Security and Charge</b>	20.4		
15.1	In consideration of VisionLab agreeing to supply the Goods, the Client charges all of its rights, title and interest (whether joint or several) in any land, realty or other assets capable of being charged, owned by the Client either now or in the future, and the Client grants a security interest in all of its present and after-acquired property, to secure the performance by the Client of its obligations under these terms and conditions (including, but not limited to, the payment of any money). 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.	21.	<b>Cancellation and Termination</b>	
15.2	The Client indemnifies VisionLab from and against all VisionLab's costs and disbursements including legal costs on a solicitor and own client basis incurred in exercising VisionLab's rights under this clause.	21.1	Without prejudice to any other remedies VisionLab may have, if at any time the Client is in breach of any obligation (including those relating to payment, whether or not the payment is due to VisionLab) VisionLab may restrict access to the cloud and network Services, suspend or terminate the provision of Services to the Client, and any of its other obligations under this Agreement. VisionLab will not be liable to the Client for any loss or damage the Client suffers because VisionLab has exercised its rights under this clause.	25.1
15.3	The Client irrevocably appoints VisionLab and each director of VisionLab as the Client's true and lawful attorneys to perform all necessary acts to give effect to the provisions of this clause 15 including, but not limited to, signing any document on the Client's behalf.	21.2	Either party may, without liability, cancel this Agreement, or cancel provision of the Services: (a) if there is no term specified, at any time by giving thirty (30) days' notice to the other party; (b) if a term is specified, at any time after the end of the term by giving thirty (30) days' notice to the other party;	25.2
		21.3	VisionLab may, in addition to their right to cancel under clause 21.1: (a) do so at any time; (i) prior to the commencement of the Services, by giving notice to the Client, in the event VisionLab determine it is not technically, commercially or operationally feasible to provide the Services to the Client; (ii) in the event the Client materially breaches this Agreement, and such breach is not capable of remedy.	25.3
16.	<b>Defects, Returns and Warranty</b>		In the event that the Client: (a) cancels this Agreement, or the provision of Services, prior to the expiry of any specified term, then the Client shall be liable to pay for the provision of the Services until the expiration of the term; (b) fails to give notice of intention to cancel at least thirty (30) days prior to the expiration date of the term, the term shall automatically renew on a monthly basis, unless cancelled by way of the Client providing VisionLab with thirty (30) days' notice.	25.4
16.1	The Client shall inspect the Goods on Delivery and shall within thirty (30) days of such time (being of the essence) notify VisionLab of any alleged defect, shortage in quantity, damage or failure to comply with the description or quote. The Client shall afford VisionLab an opportunity to inspect the Goods within a reasonable time following such notification if the Client believes the Goods are defective in any way. If the Client shall fail to comply with these provisions the Goods shall be presumed to be free from any defect or damage. For defective Goods, which VisionLab has agreed in writing that the Client is entitled to reject, VisionLab's liability is limited to either (at VisionLab's discretion) replacing the Goods or repairing the Goods.	21.4	Should the Client, for any reason, cause the Services to be delayed for more than three (3) months after the acceptance date, this Agreement will be terminated by VisionLab (at their sole discretion) and all Services completed, but not billed or paid, will be payable in full within seven (7) days from the date of the submitted invoice.	25.5
16.2	Returns will only be accepted provided that: (a) the Client has complied with the provisions of clause 16.1; and (b) VisionLab has agreed in writing to accept the return of the Goods; and (c) the Goods are returned at the Client's cost within thirty (30) days of Delivery; and (d) VisionLab will not be liable for Goods which have not been stored or used in a proper manner; and (e) the Goods are returned in the condition in which they were delivered and with all packaging material, brochures and instruction material in as new condition as is reasonably possible in the circumstances.			25.6
16.3	If VisionLab accepts that the Client is entitled to reject the Goods following their return pursuant to clause 16.2(c) VisionLab will reimburse the Client's actual and reasonable costs of return Delivery.			
16.4	VisionLab may (in its absolute discretion) accept non-defective Goods for return, in which case VisionLab may require the Client to pay handling fees of up to twenty-five percent (25%) of the value of the returned Goods, plus any freight costs.	22.	<b>Privacy Policy</b>	
16.5	For Goods not manufactured by VisionLab, the warranty shall be the current warranty provided by the manufacturer of the Goods. VisionLab shall not be bound by nor be responsible for any term, condition, representation or warranty other than that which is given by the manufacturer of the Goods.	22.1	All emails, documents, images or other recorded information held or used by VisionLab is "Personal Information" as defined and referred to in clause 22.3 and	
			therefore considered confidential. VisionLab 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 as set out in the Act. VisionLab acknowledges that in the event it becomes aware of any data breaches and/or disclosure of the Client's Personal Information, held by VisionLab that may result in serious harm to the Client, VisionLab will notify the Client in accordance with the Act and must be approved by the Client by written consent, unless subject to an operation of law.	
			Notwithstanding clause 22.1, privacy limitations will extend to VisionLab in respect of Cookies where the Client utilises VisionLab's website to make enquiries. VisionLab 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 Client's: (a) IP address, browser, email client type and other similar details; (b) tracking website usage and traffic; and (c) reports are available to VisionLab when VisionLab sends an email to the Client, so VisionLab may collect and review that information ("collectively Personal Information")	
			If the Client consents to VisionLab's use of Cookies on VisionLab's website and later wishes to withdraw that consent, the Client may manage and control VisionLab's privacy controls via the Client's web browser, including removing Cookies by deleting them from the browser history when exiting the site. The Client authorises VisionLab or VisionLab's agent to: (a) access, collect, retain and use any information about the Client; (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 Client's creditworthiness; or (ii) for the purpose of marketing products and services to the Client. (b) disclose information about the Client, whether collected by VisionLab from the Client directly or obtained by VisionLab 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 Client.	
			Where the Client is an individual the authorities under clause 22.3 are authorities or consents for the purposes of the Privacy Act 2020.	
			The Client shall have the right to request (by e-mail from VisionLab, a copy of the Personal Information about the Client retained by VisionLab and the right to request that VisionLab correct any incorrect Personal Information.	
			VisionLab will destroy Personal Information upon the Client's request (by e-mail) or if it is no longer required unless it is required in order to fulfil the obligations of this Agreement or is required to be maintained and/or stored in accordance with the law. The Client can make a privacy complaint by contacting VisionLab via e-mail. VisionLab 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 Client is not satisfied with the resolution provided, the Client can make a complaint to the Privacy Commissioner at <a href="http://www.privacy.org.nz">http://www.privacy.org.nz</a> .	
			<b>Service of Notices</b>	
			Any written notice given under this Agreement 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 Agreement; (c) by sending it by registered post to the address of the other party as stated in this Agreement; (d) if sent by facsimile transmission to the fax number of the other party as stated in this Agreement (if any), on receipt of confirmation of the transmission; (e) if sent by email to the other party's last known email address. 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.	
			<b>Trusts</b>	
			If the Client at any time upon or subsequent to entering in to the Agreement is acting in the capacity of trustee of any trust or as an agent for a trust ("Trust") then whether or not VisionLab may have notice of the Trust, the Client covenants with VisionLab as follows: (a) the Agreement extends to all rights of indemnity which the Client now or subsequently may have against the Trust, the trustees and the trust fund; (b) the Client 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 Agreement and the provisions of the Trust do not purport to exclude or take away the right of indemnity of the Client against the Trust, the trustees and the trust fund. The Client will not release the right of indemnity or commit any breach of trust or be a party to any other action which might prejudice that right of indemnity; (c) the Client will not during the term of the Agreement without consent in writing of VisionLab (VisionLab will not unreasonably withhold consent), cause, permit, or suffer to happen any of the following events: (i) the removal, replacement or retirement of the Client 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.	
			<b>General</b>	
			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. 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 Tauranga, New Zealand. Subject to the CGA, the liability of VisionLab and the Client under this Agreement shall be limited to the Price. VisionLab may licence and/or assign all or any part of its rights and/or obligations under this Agreement without the Client's consent provided the assignment does not cause detriment to the Client. The Client cannot licence or assign without the written approval of VisionLab. VisionLab may elect to subcontract out any part of the Services but shall not be relieved from any liability or obligation under this Agreement by so doing. Furthermore, the Client agrees and understands that they have no authority to give any instruction to any of VisionLab's sub-contractors without the authority of VisionLab. The Client agrees that VisionLab may amend their general terms and conditions for subsequent future contracts with the Client by disclosing such to the Client in writing. These changes shall be deemed to take effect from the date on which the Client accepts such changes, or otherwise at such time as the Client makes a further request for VisionLab to provide Goods to the Client. 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 Client to make any payment due to VisionLab, following cessation of a Force Majeure. Both parties warrant that they have the power to enter into this Agreement and have obtained all necessary authorisations to allow them to do so, they are not insolvent and that this Agreement creates binding and valid legal obligations on them.	