

1. Definitions

- 1.1 “Agent” means Belso Investigations Limited, its successors and assigns or any person acting on behalf of and with the authority of Belso Investigations Limited
- 1.2 “Customer” means the person/s, entities or any person acting on behalf of and with the authority of the Customer requesting the Agent to provide the Services as specified in any proposal, quotation, order, invoice or other documentation, and:
 - (a) if there is more than one Customer, is a reference to each Customer jointly and severally; and
 - (b) if the Customer is a partnership, it shall bind each partner jointly and severally; and
 - (c) if the Customer is a part of a Trust, shall be bound in their capacity as a trustee; and
 - (d) includes the Customer’s executors, administrators, successors and permitted assigns.
- 1.3 “Incidental Items” means any goods, documents, designs, drawings or materials supplied, consumed, created or deposited incidentally by the Agent in the course of it conducting, or supplying to the Customer, any Services.
- 1.4 “Services” mean all Services supplied by the Agent to the Customer at the Customer’s request from time to time.
- 1.5 “Confidential Information” means information of a confidential nature whether oral, written or in electronic form including, but not limited to, this Contract, either party’s intellectual property, operational information, know-how, trade secrets, financial and commercial affairs, contracts, client information (including but not limited to, “**Personal Information**” such as: name, address, D.O.B, occupation, driver’s license details, electronic contact (email, Facebook or Twitter details), medical insurance details or next of kin and other contact information (where applicable), previous credit applications, credit history) and pricing details.
- 1.6 “Cookies” means small files which are stored on a user’s computer. They are designed to hold a modest amount of data (including Personal Information) specific to a particular client and website, and can be accessed either by the web server or the client’s computer. **If the Customer does not wish to allow Cookies to operate in the background when ordering from the website, then the Customer shall have the right to enable / disable the Cookies first by selecting the option to enable / disable provided on the website, prior to ordering Services via the website.**
- 1.7 “Fee” means the Fee payable (plus any Goods and Services Tax (GST) where applicable) for the Services as agreed between the Agent and the Customer in accordance with clause 6 of this contract.

2. Acceptance

- 2.1 The Customer is taken to have exclusively accepted and is immediately bound, jointly and severally, by these terms and conditions if the Customer places an order for, or accepts Services provided by the Agent.
- 2.2 In the event of any inconsistency between the terms and conditions of this Contract and any other prior document or schedule that the parties have entered into, the terms of this Contract shall prevail.
- 2.3 Any amendment to the terms and conditions contained in this Contract may only be amended in writing by the consent of both parties.
- 2.4 None of the Agent’s agents or representatives are authorised to make any representations, statements, conditions or agreements not expressed by the manager of the Agent in writing nor is the Agent bound by any such unauthorised statements.
- 2.5 The Customer shall indemnify the Agent for any acts or omissions by the Customer either before or after engagement of the Agent and which were not specifically indicated in briefs to the Agent.
- 2.6 It is not the Agent’s policy to provide oral advice, as a written report is always provided. If the Customer requests the Agent to give oral advice, the Agent will not accept liability for errors or omissions due to any oversight or misinterpretation on the Customer’s part for oral advice provided.
- 2.7 The supply of Services is on a confidential basis and is binding on both parties.
- 2.8 Any advice, recommendation, information, report, assistance or service provided by the Agent in relation to Services supplied is given in good faith, is based on the Agent’s own knowledge and experience (or that of any third party engaged by the Agent) and shall be accepted without liability on the part of the Agent.
- 2.9 These terms and conditions are meant to be read in conjunction with the Terms and Conditions posted on the Agent’s website and/or in the Agent’s Letter of Engagement. If there are any inconsistencies between these documents then the terms and conditions contained in this document shall prevail.
- 2.10 On completion of any Services the Agent will retain any documents for a period of three (3) years after which the documents will be destroyed unless otherwise requested by the Customer.

3. Contract and Commercial Law Act 2017

- 3.1 Electronic signatures shall be deemed to be accepted by either party providing that the parties have complied with Section 226 of the Contract and Commercial Law Act 2017 or any other applicable provisions of that Act or any Regulations referred to in that Act.

4. Authorised Representative

- 4.1 The Customer acknowledges that the Agent shall (for the duration of the Services) liaise directly with one (1) authorised representative, and that once introduced as such to the Agent, that person shall have the full authority of the Customer to order any Services and/or to request any variation thereto on the Customer’s behalf. The Customer accepts that they will be solely liable to the Agent for all additional costs incurred by the Agent (including the Agent’s profit margin) in providing any Services or variation/s requested thereto by the Customer’s duly authorised representative.

5. Change in Control

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

6. Fee and Payment

- 6.1 At the Agent's sole discretion the Fee shall be either:
- (a) as indicated on any invoice provided by the Agent to the Customer; or
 - (b) the Fee as at the date of delivery of the Services according to the Agent's current Fee list; or
 - (c) the Agent's quoted Fee (subject to clause 6.2) which will be valid for the period stated in the quotation, Letter of Engagement or otherwise for a period of thirty (30) days.
- 6.2 The Agent reserves the right to change the Fee if a variation to the Agent's quotation is requested. Variations will be charged for on the basis of the Agent's quotation, and will be detailed in writing, and shown as variations on the Agent's invoice. The Customer shall be required to respond to any variation submitted by the Agent within ten (10) working days. Failure to do so will entitle the Agent to add the cost of the variation to the Fee. Payment for all variations must be made in full at the time of their completion.
- 6.3 The Customer agrees to indemnify the Agent for all costs and expenses (including, but not limited to, disbursements, postage, couriers, accommodation and the like expenses), incurred by the Agent in connection with the provision of the Services. The Agent shall fully document all such expenses for submission to the Customer.
- 6.4 At the Agent's sole discretion a deposit may be required.
- 6.5 Time for payment for the Services being of the essence, the Fee will be payable by the Customer on the date/s determined by the Agent, which may be:
- (a) by way of instalments/progress payments in accordance with the Agent's payment schedule;
 - (b) payment for approved Customers shall be due twenty (20) days following the end of the month in which a statement is posted to the Customer's address or address for notices;
 - (c) the date specified on any invoice or other form as being the date for payment; or
 - (d) failing any notice to the contrary, the date which is seven (7) days following the date of any invoice given to the Customer by the Agent.
- 6.6 Payment may be made by electronic/on-line banking, credit card (a surcharge per transaction may apply), or by any other method as agreed to between the Customer and the Agent.
- 6.7 In the event that the Agent is required to attend Court on behalf of the Customer, the Customer will be responsible for any costs incurred and this will be shown as an extra on the invoice. Payment for all extras must be made in full at their time of completion.
- 6.8 The Customer shall not be entitled to set off against, or deduct from the Fee, any sums owed or claimed to be owed to the Customer by the Agent nor to withhold payment of any invoice because part of that invoice is in dispute.
- 6.9 Unless otherwise stated the Fee does not include GST. In addition to the Fee the Customer must pay to the Agent an amount equal to any GST the Agent must pay for any supply by the Agent under this or any other agreement for providing the Agent's Services. The Customer must pay GST, without deduction or set off of any other amounts, at the same time and on the same basis as the Customer pays the Fee. In addition, the Customer must pay any other taxes and duties that may be applicable in addition to the Fee except where they are expressly included in the Fee.
- 6.10 The Agent and the Customer agree that the Agent ownership and rights in respect of the Fee, and this contract, shall not be released until:
- (a) the Customer has paid the Agent all amounts owing for the particular Services; and
 - (b) the Customer has met all other obligations due by the Customer to the Agent in respect of all contracts between the Agent and the Customer.
- 6.11 Receipt by the Agent of any form of payment shall not be deemed to be payment until that form of payment has been honoured, cleared or recognised and until then the Agent's ownership or rights in respect of the Fee, and this contract, shall continue.

7. Provision of the Services

- 7.1 At the Agent's sole discretion, the cost of delivery is subject to:
- (a) a flat rate (plus GST) for document service within the CBD, subject to the Agent's current Fee schedule; or
 - (b) outside the CBD by 20 kms, an additional charge of \$1.20 per km will apply; and
 - (c) a minimum Fee of \$155.00 per hour (plus GST) will apply for investigations outside the CBD.
- 7.2 Any time specified by the Agent for delivery of the Services is an estimate only and the Agent will not be liable for any loss or damage incurred by the Customer as a result of delivery being late. However both parties agree that they shall make every endeavour to enable the Services to be supplied at the time and place as was arranged between both parties. In the event that the Agent is unable to supply the Services as agreed solely due to any action or inaction of the Customer then the Agent shall be entitled to charge a reasonable fee for re-supplying the Services at a later time and date.

8. The Agent's Obligations

- 8.1 The Agent's undertakes during the course of the Services to:
- (a) act competently, in a timely way, and in accordance with instructions received from the Customer;
 - (b) discuss with the Customer the objectives and how the Agent can assist to achieve such;
 - (c) provide the Customer with clear and concise information about the work to be done, who will carry out the duties and the way the Services will be provided;
 - (d) protect the Customer's privacy and ensure appropriate confidentiality;
 - (e) treat the Customer fairly, respectfully and without discrimination;
 - (f) keep the Customer informed regularly about the work being done and advise the Customer once completed;

9. Confidential Information/Conflict of Interest

- 9.1 The Customer assumes liability for all loss or damage suffered by the Agent as a result of breach of confidentiality undertaken by itself, or its employees or agents.
- 9.2 The obligations of confidentiality shall survive the finalisation or discontinuance of any agreement between the Customer and the Agent.
- 9.3 Neither party will use the other party's Confidential Information without prior written consent (including manuals and other materials and aids), except strictly for the purposes contemplated by this contract, and a party may only disclose the other party's Confidential Information:

- (a) if required by law;
 - (b) to exercise their rights under this contract;
 - (c) if necessary to perform their obligations under this contract;
 - (d) if the other party has provided their written consent to the disclosure;
 - (e) if the Confidential Information is already in the public domain (otherwise than as a result of disclosure in breach of this contract).
- 9.4 The Agent is obliged to remain vigilant to, and to advise the Customer of, any conflict of interest that may potentially impact or harm the Customer. To avoid conflict of interest and commercial sensitivities, it is agreed by the Agent that any and all information regards the Customer (and their business, commercial agenda and employees) shall remain confidential at all times and shall only be disclosed in the event of legal order or obligation.
- 9.5 The obligations of confidentiality shall survive the finalisation or discontinuance of any agreement between the Customer and the Agent.
- 10. Nominated Consultants**
- 10.1 The Agent shall engage consultants, as specified in the quotation, acting solely as agent on behalf of the Customer and the following shall apply:
- (a) the Agent shall be entitled to enter into contracts with such consultants in the name of the Customer; and
 - (b) the Customer shall be responsible for all payments to such consultants; and
 - (c) where the Agent pays the consultant's account on behalf of the Customer, the Customer shall reimburse the Agent for the payment of the consultant's account together with an account-handling fee within seven (7) days (unless specified otherwise) from the date of submission of the account by the Agent to the Customer; and
 - (d) if the Customer does not reimburse the Agent within seven (7) days from the date of submission of the account in accordance with sub-clause (c) above, the Agent shall be entitled to:
 - (i) charge interest and any other fees as per clause 19.1; and/or
 - (ii) enforce any other rights the Agent may have under clause 19.
- 10.2 The Agent does not warrant the accuracy or quality of the consultant's work or warrant that their recommendations are appropriate or adequate or are fit for their purpose or that they are not given negligently. The Customer agrees that they shall not make any demand on the Agent or commence any legal proceedings against the Agent, and the Agent shall have no liability, whether in negligence or otherwise, to the Customer in relation to any work performed by the consultant.
- 11. Risk**
- 11.1 Irrespective of whether the Agent retains ownership of any Incidental Items all risk for such items shall pass to the Customer as soon as such items are delivered to the Customer and shall remain with the Customer until such time as the Agent may repossess the Incidental Items. The Customer must insure all Incidental Items on or before delivery.
- 11.2 The Agent reserves its right to seek compensation or damages for any damage, destruction or loss suffered in relation to the Incidental Items as a result of the Customer's failure to insure in accordance with clause 6.1.
- 12. Compliance with Laws**
- 12.1 The Customer and the Agent shall comply with the provisions of all statutes, regulations and bylaws of government, local and other public authorities that may be applicable to the Services.
- 13. Title**
- 13.1 The Agent and the Customer agree that where it is intended that the ownership of Incidental Items is to pass to the Customer that such ownership shall not pass until:
- (a) the Customer has paid the Agent all amounts owing for the Services; and
 - (b) the Customer has met all other obligations due by the Customer to the Agent in respect of all contracts between the Agent and the Customer.
- 13.2 Receipt by the Agent of any form of payment other than cash shall not be deemed to be payment until that form of payment has been honoured, cleared or recognised and until then the Agent's ownership or rights in respect of the Incidental Items shall continue.
- 13.3 It is further agreed that:
- (a) the Customer is only a bailee of the Incidental Items and must return the Incidental Items to the Agent immediately upon request by the Agent;
 - (b) the Customer irrevocably authorises the Agent to enter any premises where the Agent believes the Incidental Items are kept and recover possession of the Incidental Items.
- 14. Personal Property Securities Act 1999 ("PPSA")**
- 14.1 Upon assenting to these terms and conditions in writing the Customer 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 Incidental Items and/or collateral (account) – being a monetary obligation of the Customer to the Agent for Services – that have previously been supplied and that will be supplied in the future by the Agent to the Customer.
- 14.2 The Customer 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 the Agent may reasonably require to register a financing statement or financing change statement on the Personal Property Securities Register;
 - (b) indemnify, and upon demand reimburse, the Agent for all expenses incurred in registering a financing statement or financing change statement on the Personal Property Securities Register or releasing any Incidental Items charged thereby;
 - (c) not register, or permit to be registered, a financing statement or a financing change statement in relation to the Incidental Items and/or collateral (account) in favour of a third party without the prior written consent of the Agent.

- 14.3 The Agent and the Customer agree that nothing in sections 114(1)(a), 133 and 134 of the PPSA shall apply to these terms and conditions.
- 14.4 The Customer waives its rights as a debtor under sections 116, 120(2), 121, 125, 126, 127, 129, 131 and 132 of the PPSA.
- 14.5 Unless otherwise agreed to in writing by the Agent, the Customer waives its right to receive a verification statement in accordance with section 148 of the PPSA.
- 14.6 The Customer shall unconditionally ratify any actions taken by the Agent under clauses 14.1 to 14.5.

15. Security and Charge

- 15.1 In consideration of the Agent agreeing to supply Services, the Customer 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 Customer either now or in the future, to secure the performance by the Customer of its obligations under these terms and conditions (including, but not limited to, the payment of any money).
- 15.2 The Customer indemnifies the Agent from and against all the Agent's costs and disbursements including legal costs of a solicitor and own client basis incurred in exercising the Agent's rights under this clause.
- 15.3 The Customer irrevocably appoints the Agent and each director of the Agent as the Customer's true and lawful attorney/s 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 Customer's behalf.

16. Error and Omissions

- 16.1 The Customer shall inspect the Services on delivery and shall within seven (7) days of delivery notify the Agent of any alleged defect, shortage in quantity, errors, omissions or failure to comply with the description or quote. The Customer shall afford the Agent an opportunity to inspect the Services within a reasonable time following delivery if the Customer believes the Services are defective in any way. If the Customer shall fail to comply with these provisions, the Services shall be conclusively presumed to be in accordance with the terms and conditions and free from any defect or damage. The Agent 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 thirty (30) days of receipt of the complaint.
- 16.2 For defective Services, which the Agent has agreed in writing that the Customer is entitled to reject, the Agent's liability is limited to either (at the Agent's discretion) replacing the Services or rectifying the Services provided that the Customer has complied with the provisions of clause 16.1.

17. Consumer Guarantees Act 1993

- 17.1 If the Customer is acquiring Services for the purposes of a trade or business, the Customer acknowledges that the provisions of the Consumer Guarantees Act 1993 do not apply to the supply of Services by the Agent to the Customer.

18. Intellectual Property

- 18.1 Where the Agent has designed, drawn or developed Incidental Items for the Customer, then the copyright in any Incidental Items shall remain the property of the Agent. Under no circumstances may such designs, drawings and documents be used without the express written approval of the Agent.
- 18.2 The Customer warrants that all designs, specifications or instructions given to the Agent will not cause the Agent to infringe any patent, registered design or trademark in the execution of the Customer's order and the Customer agrees to indemnify the Agent against any action taken by a third party against the Agent in respect of any such infringement.

19. Default and Consequences of Default

- 19.1 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 the Agent's sole discretion such interest shall compound monthly at such a rate) after as well as before any judgment.
- 19.2 If the Customer owes the Agent any money the Customer shall indemnify the Agent from and against all costs and disbursements incurred by the Agent in recovering the debt (including but not limited to internal administration fees, legal costs on a solicitor and own client basis, the Agent's collection agency costs, and bank dishonour fees).
- 19.3 Further to any other rights or remedies the Agent may have under this contract, if a Customer has made payment to the Agent, and the transaction is subsequently reversed, the Customer shall be liable for the amount of the reversed transaction, in addition to any further costs incurred by the Agent under this clause 19, where it can be proven that such reversal is found to be illegal, fraudulent or in contravention to the Customer's obligations under this agreement.
- 19.4 Without prejudice to the Agent's other remedies at law the Agent shall be entitled to cancel all or any part of any order of the Customer which remains unfulfilled and all amounts owing to the Agent shall, whether or not due for payment, become immediately payable if:
 - (a) any money payable to the Agent becomes overdue, or in the Agent's opinion the Customer will be unable to make a payment when it falls due;
 - (b) the Customer has exceeded any applicable credit limit provided by the Agent;
 - (c) the Customer 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 Customer or any asset of the Customer.

20. Cancellation

- 20.1 Without prejudice to any other remedies the Agent may have, if at any time the Customer is in breach of any obligation (including those relating to payment) under these terms and conditions the Agent may suspend or terminate the supply of Services to the Customer. The Agent will not be liable to the Customer for any loss or damage the Customer suffers because the Agent has exercised its rights under this clause.

- 20.2 The Agent may cancel any contract to which these terms and conditions apply or cancel delivery of Services at any time before the Services are commenced by giving written notice to the Customer. On giving such notice the Agent shall repay to the Customer any money paid by the Customer for the Services. The Agent shall not be liable for any loss or damage whatsoever arising from such cancellation.
- 20.3 In the event that the Customer cancels delivery of the Services the Customer shall be liable for any and all loss incurred (whether direct or indirect) by the Agent as a direct result of the cancellation (including, but not limited to, any loss of profits).

21. Privacy Policy

- 21.1 All emails, documents, images or other recorded information held or used by the Agent is Personal Information as defined and referred to in clause 21.3 and therefore considered confidential. The Agent acknowledges its obligation in relation to the handling, use, disclosure and processing of Personal Information pursuant to the Privacy Act 1993 (“the Act”) including Part II of the OECD Guidelines and as set out in Schedule 5A of the Act and any statutory requirements where relevant in a European Economic Area “EEA” then the EU Data Privacy Laws (including the General Data Protection Regulation “GDPR”) (collectively, “EU Data Privacy Laws”). The Agent acknowledges that in the event it becomes aware of any data breaches and/or disclosure of the Customers Personal Information, held by the Agent that may result in serious harm to the Customer, the Agent will notify the Customer in accordance with the Act and/or the GDPR. Any release of such Personal Information must be in accordance with the Act and the GDPR (where relevant) and must be approved by the Customer by written consent, unless subject to an operation of law.
- 21.2 Notwithstanding clause 21.1, privacy limitations will extend to the Agent in respect of Cookies where transactions for purchases/orders transpire directly from the Agent’s website. The Agent 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 Customer’s:
- (a) IP address, browser, email client type and other similar details;
 - (b) tracking website usage and traffic; and
 - (c) reports are available to the Agent when the Agent sends an email to the Customer, so the Agent may collect and review that information (“collectively Personal Information”)
- In order to enable / disable the collection of Personal Information by way of Cookies, the Customer shall have the right to enable / disable the Cookies first by selecting the option to enable / disable, provided on the website prior to proceeding with a purchase/order via the Agent’s website.
- 21.3 The Customer authorises the Agent or the Agent’s agent to:
- (a) access, collect, retain and use any information about the Customer;
 - (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 Customer’s creditworthiness; or
 - (ii) for the purpose of marketing products and services to the Customer.
 - (b) disclose information about the Customer, whether collected by the Agent from the Customer directly or obtained by the Agent 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 Customer.
- 21.4 Where the Customer is an individual the authorities under clause 21.3 are authorities or consents for the purposes of the Privacy Act 1993.
- 21.5 The Customer shall have the right to request the Agent for a copy of the Personal Information about the Customer retained by the Agent and the right to request the Agent to correct any incorrect Personal Information about the Customer held by the Agent.

22. Liability Limitations

- 22.1 Except as is specified in clause 16, the liability limitations of the Agent, its partners, associates, and employees shall exclude any indirect loss and/or expense (including loss of profit) suffered by the Customer arising out of a breach by the Agent of these terms and conditions.
- 22.2 The Customer agrees, to the extent permitted by law, that the liability to the Customer of the Agent, its partners, associates and employees or contractors in any way arising from or connected with this engagement including, without limitation, liability for negligence, shall be limited to damages which under no circumstances shall exceed the Agent’s Professional Indemnity Insurance in place.
- 22.3 The Customer agrees to indemnify the Agent, its partners, associates, employees and any other person who may be sought to be made liable in excess of the limit of liability described in clause 22.2 in respect of any activity arising from or connected with these terms in respect of any claim of whatever kind, including negligence, that may be made by any person and any costs and expenses that may be incurred by the Agent.

23. Service of Notices

- 23.1 Any written notice given under this contract shall be deemed to have been given and received:
- (a) by handing the notice to the other party, in person;
 - (b) by leaving it at the address of the other party as stated in this contract;
 - (c) by sending it by registered post to the address of the other party as stated in this contract;
 - (d) if sent by facsimile transmission to the fax number of the other party as stated in this contract (if any), on receipt of confirmation of the transmission;
 - (e) if sent by email to the other party’s last known email address.
- 23.2 Any notice that is posted shall be deemed to have been served, unless the contrary is shown, at the time when by the ordinary course of post, the notice would have been delivered.

24. Dispute Resolution

- 24.1 All disputes and differences between the Customer and the Agent touching and concerning this agreement shall be referred to arbitration under a single arbitrator agreed upon by both parties, or failing agreement, by two arbitrators (one to be appointed by each party) and their umpire (appointed by them prior to arbitration), such arbitration to be carried out in accordance with provisions of the Arbitration Act 1996.

25. General

- 25.1 The failure by either party to enforce any provision of these terms and conditions shall not be treated as a waiver of that provision, nor shall it affect that party's right to subsequently enforce that provision. If any provision of these terms and conditions shall be invalid, void, illegal or unenforceable the validity, existence, legality and enforceability of the remaining provisions shall not be affected, prejudiced or impaired.
- 25.2 These terms and conditions and any contract to which they apply shall be governed by the laws of New Zealand and are subject to the jurisdiction of the Auckland Courts of New Zealand.
- 25.3 Neither party shall assign or sub-contract all or any part of their rights and obligations under this agreement without the written consent of the other party.
- 25.4 The Customer agrees that the Agent may amend their general terms and conditions for subsequent future contracts with the Customer by disclosing such to the Customer in writing. These changes shall be deemed to take effect from the date on which the Customer accepts such changes, or otherwise at such time as the Customer makes a further request for the Agent to provide Services to the Customer.
- 25.5 Neither party shall be liable for any default due to any act of God, war, terrorism, strike, lock-out, industrial action, fire, flood, storm or other event beyond the reasonable control of either party.
- 25.6 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.