



Greasy Hands

Where car enthusiasts get their hands dirty

TERMS AND CONDITIONS

1. DEFINITIONS

1.1 Capitalised or defined terms in these Terms and Conditions have the meaning given to them in clause 26 of these Terms and Conditions.

2. GENERAL

2.1 In these Terms and Conditions, the terms “you” and the “customer” means the person using or visiting the Website and/or accessing the Services. Such terms may be used interchangeably and the term “your” shall be construed accordingly.

2.2 These Terms and Conditions:

- (a) shall (along with our Privacy Policy) apply in respect of all Services which Greasy Hands agrees to provide to you; and
- (b) supersede and exclude all prior or subsequent discussions, representations, terms and/or conditions of trade, all written or oral agreements and any other terms and conditions which you seek to extend to the supply of the Services.

3. SERVICES

3.1 Greasy Hands agrees to provide the Services to you, on a non-exclusive basis, in accordance with these Terms and Conditions.

3.2 The Services are as set out on the Website as may be updated or amended, from time to time.

3.3 Greasy Hands reserves the right to vary the Services at any time by notice in writing to customers. The varied Services shall apply to all Booking Confirmations after issuance of such notice.

4. BOOKINGS – REQUESTS, CONFIRMATIONS AND BOND

4.1 If you require the Services, you must first request the Services as follows:

- (a) by submitting a Booking Request to Greasy Hands on the Website;
- (b) by submitting a Booking Request to a Greasy Hands customer service representative, by way of telephone, on telephone number (09) 440 9969;
- (c) by submitting a Booking Request, in person, at the Premises; or
- (d) as may otherwise be permitted by Greasy Hands in its absolute discretion.

4.2 You acknowledge and agree that Greasy Hands may in its absolute discretion, choose to accept or decline a Booking Request.

4.3 No Booking Request is binding on Greasy Hands unless and until Greasy Hands has accepted the Booking Request by issuing a Booking Confirmation to you.

4.4 The issuance of a Booking Confirmation, by Greasy Hands to you, will constitute:

- (a) Greasy Hands' acceptance of the Booking Request;
- (b) your unconditional and irrevocable acceptance of these Terms and Conditions; and
- (c) a Booking for the purposes of these Terms and Conditions, being a binding, unconditional agreement between Greasy Hands and you for the supply of the Services as described in the Booking Confirmation (and any Services supplied by Greasy Hands thereafter).

4.5 All Booking Confirmations will be issued to you by way of email.

4.6 Greasy Hands shall only be obliged to provide the Services to you if:

- (a) you have submitted a Booking Request to Greasy Hands in accordance with clause 4.1; and

(b) Greasy Hands has issued a Booking Confirmation to you.

4.7 Upon issuance of a Booking Confirmation by Greasy Hands to you:

- (a) you shall be permitted to attend the Premises with the Motor Vehicle at the designated time noted in the Booking Confirmation; and
- (b) you agree to Greasy Hands implementing, and you must take all steps to assist with such implementation of, a pre-authorisation on your credit card (or debit card) in the amount of at least \$150 which amount shall be determined by Greasy Hands in its sole and absolute discretion by reference to the time period you have requested in the Booking Confirmation for the Services (“**Bond**”).

4.8 The Bond shall be held by Greasy Hands in respect of any and all Liability and you acknowledge and agree that in the event of any default by you in the payment of the Fees or (without limitation) the observance or performance of any other obligation under a Booking, Greasy Hands will be entitled to claim from and apply the whole or a proportionate part of the Bond to compensate Greasy Hands for the Liability suffered directly or indirectly by Greasy Hands as a result of your default and such claim will not constitute a waiver of any such default.

4.9 If you are not the credit card holder or debit card holder, you undertake to procure such authorisation for the purposes of clause 4.7(b).

4.10 Greasy Hands must release the Bond upon:

- (a) completion of the Services or termination or expiration of the Booking;
- (b) payment, in full and without deduction or set-off, of all Tax Invoices issued by Greasy Hands to you in connection with the Services;
- (c) settlement of all Liability (if such Liability arises).

5. ACKNOWLEDGEMENTS

5.1 You acknowledge and agree that:

- (a) Greasy Hands does not, in the provision of the Services, supply any motor vehicle parts, pre-purchase inspections or diagnostic assessments;
- (b) you are responsible for all work carried out by you on the Motor Vehicle under these Terms and Conditions and you must indemnify, and keep indemnified, protected, saved and harmless, Greasy Hands from and against all Liability arising in connection with any work carried out by you on the Motor Vehicle;
- (c) any information that is made available either on the Website or otherwise by Greasy Hands to you does not constitute technical or expert advice in relation to the Motor Vehicle; and
- (d) for the purposes of the Minors' Contracts Act 1969, if you are under the age of 18, you are not permitted to make a Booking Request. By making a Booking Request, you confirm that you are at least 18 years of age.

5.2 Greasy Hands and the customer acknowledge and agree that if the customer selects either the 'Partial Greasy' service or 'No Grease' service (or such other comparable service, notwithstanding a different service name), in which Greasy Hands' staff carry out work in respect of the Motor Vehicle, then the Consumer Guarantee Act 1993 shall apply in respect of the services provided by Greasy Hands' staff to you.

6. FEES

6.1 You agree to pay the Fees in accordance with these Terms and Conditions.

6.2 Greasy Hands will issue a Tax Invoice to you, for the Fees in respect of the Services, upon completion of the Services.

6.3 You must, immediately upon receiving a Tax Invoice under these Terms and Conditions:

- (a) pay the Service Fee to Greasy Hands;
- (b) in relation to any Ancillary Fee (for any Ancillary Services provided) charged by Greasy Hands under clause 7.2, pay the Ancillary Fee to Greasy Hands; and
- (c) in relation to any Cancellation Fee charged by Greasy Hands, pay the Cancellation Fee to Greasy Hands.

6.4 You may pay a Tax Invoice:

- (a) instore at the Premises; or
- (b) by such other means as Greasy Hands may allow in its absolute discretion.

6.5 Without limitation, Greasy Hands reserves the right to amend the Fees or the Bond (and you agree to pay the updated Fees and Bond to Greasy Hands) as follows:

- (a) if there is a variation to the Booking Confirmation pursuant to clause 9;
- (b) in the event of any increase to Greasy Hands in the cost of labour or materials, or the cost of supply of the Services, between the Booking Date and delivery of the Services to you, which are beyond Greasy Hands' reasonable control;
- (c) in the event of any variations in the cost of rates of any statutory, government or local government or governmental authority charges and obligations (if applicable); and
- (d) in the event of any correction of errors or omissions on the part of Greasy Hands.

6.6 You acknowledge and agree that all amounts payable under the Booking are expressed exclusive of GST and you must pay to Greasy Hands all GST in respect of all payments payable by you under the Booking.

6.7 Each payment made (or required to be made) by you under the Booking:

- (a) is unconditional; and
- (b) must be:
 - (i) made in cleared funds;
 - (ii) without any set-off, deduction, or otherwise;
 - (iii) in accordance with the payment requirements specified by Greasy Hands to you in writing; and
 - (iv) paid to an account nominated by Greasy Hands to you in writing.

6.8 Interest may be charged on any amount owing after the due date at the rate of 5% calculated on a daily basis on the amount so unpaid from the due date until payment, but without prejudice to any of Greasy Hands' other rights or remedies under the Booking or otherwise in respect of such default.

6.9 Any expenses, disbursements or legal costs incurred by Greasy Hands in the enforcement of any rights contained in the Booking, including expenses for defending or payments towards voidable preference claims (in respect of insolvency transactions), including any reasonable solicitor's fees or debt collection agency fees, shall be paid by you.

6.10 Greasy Hands has no obligation to grant credit to a customer in connection with the supply of the Services.

6.11 The customer acknowledges and agrees that the Service Fee does not include or provide for any consumables (for example, engine oil, filters etc) that may be required in connection with the Services. The customer must pay for and obtain these products separately.

7. ANCILLARY SERVICES, FEES AND COSTS

7.1 Greasy Hands may, where requested by you and agreed to in writing by Greasy Hands, provide Ancillary Services to you.

7.2 In the event that Greasy Hands agrees to provide Ancillary Services to you under clause 7.1, you agree to pay the Ancillary Fee to Greasy Hands as directed by Greasy Hands in its absolute discretion in accordance with clause 6.3(b).

8. LICENCE – PREMISES AND EQUIPMENT

8.1 In consideration for the fees payable by you to Greasy Hands under these Terms and Conditions, Greasy Hands grants to you a conditional, non-assignable, non-transferable, revocable licence to:

- (a) enter the Premises and bring the Motor Vehicle onto the Premises; and
- (b) use the Equipment,

for the sole purpose of, and solely in connection with, a Booking.

8.2 You acknowledge and agree that the licence granted to you under clause 8.1 is not exclusive to you and Greasy Hands may grant additional and/or similar licences to any other person(s) it wishes.

9. VARIATIONS

9.1 Greasy Hands reserves the right to vary:

- (a) these Terms and Conditions from time to time in its sole and absolute discretion; and
- (b) a Booking:
 - (i) if the information you have provided to us in the Booking Request is not correct or is incomplete;
 - (ii) to reflect changes in relevant laws and regulatory requirements; and
 - (iii) where additional Services are identified by Greasy Hands as being required upon inspection or commencement of the Services, in which case an Ancillary Fee may apply, but in any event we will notify you before any variation, contemplated above, is put into effect ("**Greasy Hands Variation**"). You may contact us to cancel a Booking in respect of a Greasy Hands Variation, in which case, and subject to clause 18:
 - (iv) if you elect to cancel the Booking prior to a Greasy Hands Variation comes into effect, you will not be liable to pay the Cancellation Fee to Greasy Hands; and
 - (v) if you elect to cancel the Booking after a Greasy Hands Variation comes into effect, you will be liable to pay the Cancellation Fee to Greasy Hands.

9.2 You may submit a variation request to Greasy Hands ("**Variation Request**") in which case you acknowledge that:

- (a) Greasy Hands may, in its absolute discretion, choose to accept or decline a Variation Request; and
- (b) an Ancillary Fee may apply if Greasy Hands accepts a Variation Request,

but, in any event, you may contact us to cancel the Booking in respect of a Variation Request in which case, and subject to clause 18:

- (c) if we decline a Variation Request and you elect to cancel a Booking, you will not be liable to pay the Cancellation Fee to Greasy Hands; and
- (d) if we approve a Variation Request and you elect to cancel the Booking, you will be liable to pay the Cancellation Fee to Greasy Hands, irrespective of whether the Variation Request has come into force or not.

10. GREASY HANDS' GENERAL OBLIGATIONS

10.1 Greasy Hands will provide the Services to you in accordance with the terms of the Booking.

10.2 Greasy Hands will, and will ensure that its employees, agents and contractors (if any):

- (a) perform the Services in a proper, professional and workman-like manner; and
- (b) exercise, and will ensure that its employees, agents and subcontractors (if any) exercise, the degree of care, skill, diligence and foresight in performing its obligations under the Booking which would reasonably and ordinarily be expected from a skilled and experienced operator in Greasy Hands' profession or industry.

10.3 You acknowledge and agree that Greasy Hands may, in its absolute discretion, subcontract and/or engage a third party to provide the Services.

11. YOUR GENERAL OBLIGATIONS

11.1 You must at all times while on the Premises or otherwise in relation to a Booking:

- (a) comply with all rules and manuals displayed in or on the Premises or otherwise issued by Greasy Hands;

- (b) comply with all Standards and all reasonable directions given by Greasy Hands to you;
- (c) not obstruct other persons or vehicles using the Premises or receiving the Services and you agree not to abandon the Motor Vehicle on the Premises;
- (d) act with courtesy and in good faith towards us, other customers, relevant authorities and the public;
- (e) comply with all laws (including, without limitation, the HSWA), and hold and comply with all licences, concessions, permits, certificates, approvals, authorities and/or consents;
- (f) always hold current and adequate insurances as is prudently necessary in relation to the Booking or as may reasonably be expected of a party receiving the Services or as may otherwise be required by Greasy Hands;
- (g) not do or omit to do anything which may in our sole opinion damage or adversely affect our reputation or goodwill, or bring Greasy Hands into disrepute;
- (h) not engage in any conduct or make any representations whether oral, written or by conduct (including silence) concerning Greasy Hands, the Services or the Premises which:
 - (i) are misleading or deceptive or likely to mislead or deceive;
 - (ii) falsely represent the nature of Greasy Hands, the Services or the Premises; or
 - (iii) would otherwise contravene any applicable legislation including, without limitation, the HSWA.

11.2 You agree not to park the Motor Vehicle in any designated bay on the Premises unless:

- (a) you clearly display a current valid window pass or ticket issued by Greasy Hands; or
- (b) you have otherwise been authorised by Greasy Hands to park in the Premises.

11.3 You warrant that the Motor Vehicle:

- (a) has a current warrant of fitness and registration;
- (b) is roadworthy; and
- (c) is able to be driven under its own power and will not present any danger or risk to other vehicles or persons or the Premises.

11.4 You acknowledge and agree that, unless otherwise agreed by Greasy Hands in writing:

- (a) if you leave the Motor Vehicle on the Premises, in excess of 30 days without Greasy Hands' consent, the Motor Vehicle will be deemed abandoned and may be sold to offset costs of parking and storage as determined by Greasy Hands from time to time;
- (b) Greasy Hands does not undertake the safe keeping of any Motor Vehicle; and
- (c) we reserve the right to move a Motor Vehicle if we decide that it is reasonably necessary to do so in an emergency or for the safe or efficient operation of the Premises.

12. EQUIPMENT

12.1 You:

- (a) must ensure that the Equipment, at all times in respect of a Booking:
 - (i) is used in a careful and prudent manner and solely for the purpose intended by its manufacturer and for the purpose of the Services,
 - (ii) is used in accordance with the manufacturer's instructions and Greasy Hands' instructions;
 - (iii) is kept in your possession and under your control at the Premises;
 - (iv) shall not be used in contravention of any policy of insurance relating to it;
 - (v) remains on the Premises; and
 - (vi) is returned to Greasy Hands in the same condition it was in when provided to you (fair wear and tear excepted);

(b) must comply with all laws in relation to:

- (i) the Equipment; and
- (ii) the use and possession of the Equipment;

(c) must not permit the Equipment to be connected to, installed or linked with any device or system;

(d) must not interfere with any identification marks, labels, logos or notice on the Equipment;

(e) must not allow Equipment to be used or permit anything to happen to the Equipment whereby the warranties relating to the Equipment may become inoperative or be prejudicially affected;

(f) must ensure that the Equipment is not and will not be subject to any Security Interest granted or created in favour of any third party;

(g) must not allow any distress, execution or seizure to be issued out against the Equipment;

(h) must indemnify and hold harmless (and continue to indemnify and hold harmless) Greasy Hands against any claim which may arise in respect of the Equipment (including in respect of any incapacity, damage, distress, execution or seizure) or its use or operation by you; and

(i) acknowledge and agree that:

(i) you hold the Equipment as a fiduciary and as a bailee (or custodian) for Greasy Hands; and

(ii) ownership of, and title in and to, all Equipment supplied by Greasy Hands to you shall at all times remain with Greasy Hands and at no time shall such ownership or title pass to you under the Booking.

13. SECURITY – PPSA

Specific Security Interest

13.1 In consideration of Greasy Hands agreeing to provide the Services to you, you grant to Greasy Hands a "specific security interest" ("**Specific Security Interest**") in the Motor Vehicle (and all proceeds of any nature or kind arising thereof), as security for payment of the Fees and any other amounts owing by you to Greasy Hands from time to time, and for the performance of all of your other obligations to Greasy Hands from time to time, and you agree that the Specific Security Interest attaches to the Motor Vehicle, that the attachment of the Specific Security Interest is in no way deferred or postponed from the date recorded herein and that, accordingly, Greasy Hands may register a financing statement on the PPSR in respect of such security interest.

13.2 Greasy Hands may allocate amounts received from you in any manner it determines, including in any manner required to preserve the Specific Security Interest.

General Security Interest

13.3 For the purposes of section 36(1)(b) of the PPSA, and to ensure maximum benefit and protection for Greasy Hands by virtue of section 36(1)(b)(iii) of the PPSA, you also grant to Greasy Hands, as security for your indebtedness and obligations under a Booking, a security interest in all of your "present and after-acquired property" (and all proceeds of any nature or kind arising thereof) and that Greasy Hands may also register a financing statement on the PPSR in respect of such security interest.

Miscellaneous

13.4 You and Greasy Hands acknowledge and agree that a Booking (which you and Greasy Hands acknowledge and agree is subject to these Terms and Conditions) is a "security agreement" for the purposes of the PPSA and creates "security interests" in favour of Greasy Hands, each for the purposes of, and as those terms are defined in, the PPSA.

13.5 You must sign and deliver any documentation which Greasy Hands may require to ensure the perfection of its security interests referred to in this clause 13 and you agree to indemnify and hold harmless (and continue to indemnify and hold harmless) Greasy Hands in respect of any costs incurred by Greasy Hands in registering or maintaining such security interests and/or exercising any rights including any rights Greasy Hands may have under the PPSA.

13.6 You waive your rights under the PPSA to receive a copy of any verification statement and you agree that nothing in sections 114(1)(a), 117(1)(c), 133 and 134 of the PPSA shall apply to a Booking, or the security interests under these Terms and

Conditions, and waives its rights under sections 116, 119, 120(2), 121, 125, 129, 131 and 132 of the PPSA.

14. GUARANTEE

14.1 This clause 14 will only apply where a person or entity has entered into a Booking as Guarantor for you.

14.2 In consideration of Greasy Hands agreeing, at your request to provide the Services (the adequacy and sufficiency of which is acknowledged by the Guarantor), the Guarantor unconditionally and irrevocably guarantees to Greasy Hands the due and punctual performance by you of all of the Guaranteed Obligations.

14.3 If at any time and from time to time you default or fail in the due and punctual performance of any of the Guaranteed Obligations, the Guarantor must indemnify, and must keep indemnified, protected, saved and harmless, Greasy Hands from and against all Liability in connection with such default or failure by you ("**Indemnified Amount**"). The Guarantor must pay the relevant Indemnified Amount to Greasy Hands immediately upon demand whenever and as often as such a default or failure occurs and free from set-off or counter-claim and without deduction or withholding.

14.4 The Guarantor agrees and acknowledges that none of:

- (a) the granting by Greasy Hands to you of any time, waiver or other indulgence;
- (b) the winding up, liquidation or bankruptcy of the customer;
- (c) the making of any composition by you with Greasy Hands;
- (d) the exercise by Greasy Hands or refraining from exercise of any other security or any of the rights, powers or remedies conferred on it by law or these Terms and Conditions or any other agreement with any other person;
- (e) the variation of the terms of these Terms and Conditions whether expressly or by implication;
- (f) the waiver by Greasy Hands of any Default; or
- (g) the failure by Greasy Hands to disclose to the Guarantor any fact, circumstance or event relating to any person at any time prior to or while the Services are being provided,

will in any way avoid, release, discharge or affect the Guarantor's liability under this clause 14. In addition, the Guarantor's liability to Greasy Hands will not be impaired because you are under any legal disability or these Terms and Conditions are not for any other reason binding on you.

14.5 The Guaranteed Obligations are principal obligations and must not be treated as ancillary or collateral to any other right or obligation no matter how they arise or are created.

14.6 Greasy Hands is not required to proceed against you or exhaust any remedies it may have against you before it makes any demand or claim upon the Guarantor.

14.7 Until the Guaranteed Obligations have been discharged in full:

- (a) the Guarantor is not entitled to share in any security held, or money received, by Greasy Hands or to stand in the place of Greasy Hands in respect of any security or money; and
- (b) the Guarantor must not prove in your insolvency or any other guarantor for any amount owing to the Guarantor unless it accounts to Greasy Hands for any distribution received.

14.8 As a separate and additional liability, the Guarantor unconditionally and irrevocably indemnifies, and must keep indemnified, protected, saved and harmless, Greasy Hands from and against all Liability in connection with the whole or any part of the Guaranteed Obligations being irrecoverable from you for any reason whatsoever.

15. DEFAULT

15.1 Each of the following events shall constitute a Default for the purposes of a Booking:

- (a) you default in the payment of any payment or any other amount owed by it under a Booking;
- (b) you are in breach of any term of these Terms and Conditions and such breach is not remedied immediately upon notice from Greasy Hands to you;
- (c) you are in breach of any other agreement relating to or connected with these Terms and Conditions and such breach is not remedied immediately upon notice from Greasy Hands to you;

(d) you breach any of the terms of any insurance policy in relation to these Terms and Conditions or it is refused or cancelled;

(e) you are unable to pay your debts as they fall due, or an application is made to adjudicate you bankrupt or an application or resolution is passed for your liquidation or winding up, or you are wound up;

(f) a receiver, liquidator, statutory manager or administrator is appointed over all or any of your assets and income, or you enter into, or propose any composition or arrangement with your creditors; or

(g) you cease to carry on business or you repudiate a Booking or your conduct indicates that you no longer intend to be bound by these Terms and Conditions.

15.2 In the event of a Default, Greasy Hands is entitled to enforce all the rights available to it under these Terms and Conditions, at your cost, risk and responsibility, including (without limitation):

(a) by court action, either at law or in equity, enforce performance by you of the applicable terms and provisions of these Terms and Conditions or recover damages for the breach concerned;

(b) by notice in writing to you, cancel a Booking (as contemplated in clause 18) and charge the Cancellation Fee;

(c) to enter the Premises (directly or indirectly, via agents or representatives) to remove and re-possess any Equipment and the Motor Vehicle (including having the Motor Vehicle towed at your risk and expense). Greasy Hands shall not be liable for any Liability incurred, or any third-party costs as a result of this action, whether in contract, tort, including negligence, or otherwise in any way whatsoever unless by statute such liability cannot be excluded. Greasy Hands may either sell the Motor Vehicle and credit you with the net proceeds of sale (after deduction of Greasy Hands' reasonable estimation of the loss Greasy Hands has incurred); and

(d) appoint any person, or any two or more persons jointly or severally or both, to be a receiver, a receiver and manager, or a manager of the Motor Vehicle or other property subject to a security interest or other charge granted by you under these Terms and Conditions ("**Receiver**"), remove any Receiver, appoint another Receiver in addition to or in place of a Receiver, fix or vary the remuneration of a Receiver and determine the conditions upon which the Receiver holds office, as contemplated in the Receiverships Act 1993.

16. LIMITATION OF LIABILITY

16.1 While we will take all reasonable care, we cannot guarantee the security of the Motor Vehicle or its contents while on the Premises under a Booking.

16.2 Except as expressly provided for in these Terms and Conditions, in no event shall Greasy Hands be liable (whether in contract, tort, including negligence, or otherwise) for any property damage, bodily injury, wrongful death, or any indirect, special, incidental, consequential or exemplary damages, including without limitation any direct or indirect economic losses, loss of profits, loss of business, loss of opportunity, inconvenience, commercial loss, loss of use, legal fees or other loss arising from or related to any act or omission of Greasy Hands in the performance or non-performance of its obligations under a Booking, the supply of the Services, or your use of, or inability to use, the Website.

16.3 Greasy Hands' total aggregate liability arising under or in connection with a Booking, whether in contract, tort, including negligence, or otherwise, in respect of all Liability, will not in aggregate exceed an amount equivalent to the Service Fee in respect of that Booking.

16.4 Greasy Hands acknowledges that customers have certain statutory protections at law in New Zealand and that nothing in these Terms and Conditions is intended to have the effect of contracting out of those laws, nor do these Terms and Conditions seek to limit or exclude our liability for anything that cannot be excluded by applicable law.

16.5 Notwithstanding clause 16.4:

(a) if you are acquiring the Services for the purposes of a trade or business, you acknowledge that the provisions of the Consumer Guarantees Act 1993 do not apply to the supply of the Services by Greasy Hands to you and that it is fair and reasonable to exclude their application to the Booking;

(b) if you are acquiring the Services in trade within the meaning of the Fair Trading Act 1986 ("**FTA**"), you acknowledge that

sections 9, 11, 12A and 13 of the FTA will not apply to the supply of the Services by Greasy Hands to you and that it is fair and reasonable to exclude their application to the Booking; and

- (c) you acknowledge and agree that, to the fullest extent permissible by law, all other warranties, conditions or other terms that may be implied by law, in relation to the supply of the Services, are expressly excluded.

16.6 You acknowledge and agree that you have been granted a reasonable opportunity to review these Terms and Conditions and have either obtained independent legal advice in relation to the Booking or have waived your ability to do so.

16.7 You agree to assume liability for and indemnify and hold harmless (and continue to indemnify and hold harmless) Greasy Hands, its officers, agents and contractors from and against all Liability (and without limiting the generality of the foregoing of this clause, whether caused or arising as a result of the negligence of Greasy Hands or otherwise, whether or not brought by any person in connection with any matter, act, omission, or error by Greasy Hands (or its agents or employees) in connection with):

- (a) the theft, destruction or loss (including seizure or confiscation) of the Equipment, the Motor Vehicle or any items in the Motor Vehicle;
- (b) any damage to the Equipment or the Premises arising from any act or omission by you;
- (c) the non-performance, breach or default by you of these Terms and Conditions;
- (d) any breach of any law, statute, by-law, decree, regulation, ordinance or judgment by you;
- (e) any matter in relation to which you have assumed risk or liability under these Terms and Conditions; and
- (f) any negligent act or omission by you.

17. INTELLECTUAL PROPERTY

17.1 Greasy Hands fully and completely reserves all rights, title and interest in and to all trademarks and other intellectual property rights relating to the Services, Greasy Hands or Greasy Hands' business ("GH IPRs").

17.2 You must not use any of the GH IPRs without Greasy Hands' prior written consent.

17.3 You must not cause, assist, or permit anything to occur which may interfere with, damage, or endanger the GH IPRs.

17.4 You must immediately advise Greasy Hands if you become aware of any unauthorised use or attempted use by any person of the GH IPRs.

17.5 You acknowledge and agree that any changes, improvements, developments or modifications to the GH IPRs that arise as a result of Greasy Hands' actions or omissions in connection with the supply of the Services, will be the exclusive property of Greasy Hands.

18. CANCELLATION OF BOOKING

18.1 Greasy Hands and the customer may cancel a Booking by way of notice in writing to the other in accordance with this clause 18 (and as otherwise provided for in these Terms and Conditions).

18.2 We may, in our absolute discretion, cancel a Booking, at any time.

18.3 You may cancel a Booking, at any time, in which case:

- (a) subject to clause 18.3(b), if you elect to cancel the Booking before the commencement of the Services, you will not be liable to pay the Cancellation Fee to Greasy Hands;
- (b) if you cancel a Booking with less than 24 hours' notice prior to the supply of the Services, Greasy Hands reserves the right to charge you a Cancellation Fee;
- (c) if the cancellation occurs after the commencement of the Services, you will be liable to pay the Cancellation Fee to Greasy Hands; and
- (d) if you cancel a Booking in respect of a variation, clause 9 will apply.

18.4 Greasy Hands shall, without any liability, and without any prejudice to any other right it has in law or equity, have the right by notice in writing to you to suspend or cancel in whole or in part the Booking if a Default occurs.

18.5 Any cancellation or suspension by Greasy Hands pursuant to this clause 18 will not affect Greasy Hands' claim for money due at the time of cancellation or suspension or for damages for any breach of any terms of the Booking or your obligations to Greasy Hands under these Terms and Conditions.

19. HEALTH AND SAFETY

19.1 Greasy Hands and you must comply with all the requirements of the HSWA.

19.2 You must:

- (a) comply with all reasonable directions provided by Greasy Hands in relation to the HSWA in respect of the Services and the Premises;
- (b) ensure the health and safety of all persons engaged by you on the Premises;
- (c) ensure other persons are not put at risk by your conduct arising or related to a Booking or these Terms and Conditions;
- (d) take all reasonably practicable steps to manage risk arising under a Booking or these Terms and Conditions; and
- (e) immediately advise Greasy Hands if you become aware of any hazard or risk that may have an impact on the Services, the Premises or workers on the Premises.

20. COLLECTION AND USE OF INFORMATION

20.1 You authorise Greasy Hands, for the purposes of the Privacy Act 2020, to collect, store, use and disclose any information about you for the purposes of:

- (a) undertaking an assessment of identity or credit-worthiness;
- (b) enforcing any rights under these Terms and Conditions;
- (c) marketing any Services provided by Greasy Hands to you and any third party; and
- (d) improving the Services that Greasy Hands provides to you (or third parties).

20.2 The collection of information referred to in clause 20.1 may be undertaken either by Greasy Hands directly or via any third party engaged by Greasy Hands.

20.3 Without limiting clause 20.1, you consent to Greasy Hands disclosing, any information obtained, to any person for the purposes set out in clause 20.1 and also to any business that supports Greasy Hands' business.

20.4 You:

- (a) acknowledge and agree that, for the purposes outlined above, Greasy Hands may disclose any of your personal information to third party service providers who are based overseas, in jurisdictions where the privacy legislation, if any such legislation exists, may not provide safeguards that are comparable to those in the Privacy Act 2020; and
- (b) consent to such disclosure under clause 20.4(a).

21. FORCE MAJEURE, COVID-19

21.1 If Greasy Hands is delayed or prevented from supplying or delivering any Service because of a Force Majeure Event or a COVID-19 Event, then Greasy Hands will as soon as reasonably practicable notify you of the nature and extent of the event delaying or preventing performance.

21.2 If Greasy Hands is affected by a Force Majeure Event or a COVID-19 Event, it will use all reasonable endeavours to overcome the effects of such event and resume performance of its obligations as soon as reasonably practicable.

21.3 Greasy Hands will not be deemed to be in breach of these Terms and Conditions by reasons of any delay or non-performance of its obligations to the extent that such delay or non-performance was caused by a Force Majeure Event or a COVID-19 Event of which proper notice was provided as required by this clause.

21.4 If the Force Majeure Event or the COVID-19 Event continues for period of 2 weeks then you or Greasy Hands may by notice to the other cancel the Booking without liability.

22. DISPUTE RESOLUTION

22.1 In the event of any other dispute arising between you and Greasy Hands in respect of or in connection with a Booking, you and Greasy Hands agree, without prejudice to any other right or entitlement we may have under a Booking or otherwise (including seeking interlocutory relief), to:

- (a) attempt to resolve any such dispute by joint discussions, using best endeavours to find a reasonable solution to the dispute and, if unable to promptly resolve the dispute by such discussions; then
- (b) explore whether the dispute can be resolved by way of mediation. The rules governing such techniques shall be agreed between the parties or as recommended by the President for the time-being of the New Zealand Law Society.

22.2 Nothing in this clause will preclude or prevent the parties from taking immediate steps to seek urgent interlocutory relief before an appropriate Court.

23. WEBSITE

- 23.1 All content, functionality and intellectual on and associated with the Website, including text, graphics, logos, icons, and images and the selection and arrangement thereof, is the exclusive property of Greasy Hands and is protected by copyright laws. All rights not expressly granted are reserved.
- 23.2 The trademarks, service marks, designs, and logos (collectively, the "**Trademarks**") displayed on the Website are the registered and unregistered Trademarks of Greasy Hands. You agree that you will not refer to or attribute any information to Greasy Hands in any public medium (e.g., press release, web sites) for advertising or promotion purposes, or for the purpose of informing or influencing any third party and that you will not use or reproduce any Trademark of, or imply any endorsement by or relationship with, Greasy Hands.
- 23.3 Apart from fair dealing as permitted under copyright law, and as may be necessary for the operation of the Website, no part of the Website nor the information contained in it may be reproduced, stored in a retrieval system, or transmitted, in any form or by any means, electronic, mechanical, reprographic or otherwise, without the prior permission of Greasy Hands.
- 23.4 You agree to indemnify Greasy Hands for the cost of any claims arising from your unauthorised use of the intellectual property on the Website.
- 23.5 While we have made every attempt to ensure that the information contained on the Website has been obtained from reliable sources, Greasy Hands is not responsible for any errors or omissions, or for the results obtained from the use of this information.
- 23.6 We may provide links to third-party web sites, and some of the content appearing the Website is supplied by third parties. Greasy Hands has no responsibility for these third-party web sites, which are governed by the terms of use, and privacy policies (if any), of the applicable third-party content providers.
- 23.7 You acknowledge and agree that the Website and any mobile applications supplied by us for use is provided on an "as is" basis and we do not guarantee that they will be fault free or that they will meet your requirements. We do not make any warranty or representation, of any kind, as to the operation of the Website, the accuracy of information, content, materials or products included on the Website, or their suitability for any purpose, except as otherwise provided under applicable law.

24. MISCELLANEOUS

- 24.1 You acknowledge that Greasy Hands is under no obligation of exclusivity to you to supply the Services exclusively to you.
- 24.2 Failure by Greasy Hands to enforce any of these Terms and Conditions will not be deemed to be a waiver of any of the rights or obligations Greasy Hands has under these Terms and Conditions.
- 24.3 If any provision of these Terms and Conditions shall be invalid, void or illegal or unenforceable the validity, existence, legality and enforceability of the remaining provisions shall not be affected, prejudiced or impaired.
- 24.4 You must not assign any of your rights or obligations under a Booking without the prior written consent of Greasy Hands.
- 24.5 Where these Terms and Conditions are at variance with any instructions from you, these Terms and Conditions will prevail and take precedence.
- 24.6 You acknowledge and agree that, for the purposes of the Contract and Commercial Law Act 2017, and the Unsolicited Electronic Messages Act 2007, Greasy Hands is permitted to communicate with you electronically (including, without limitation, making disclosures to you and sending notices, certificates, letters, statements and other communications to you electronically) in all matters where Greasy Hands is permitted to do so by law.

25. GOVERNING LAW AND JURISDICTION

- 25.1 These Terms and Conditions are governed by New Zealand law and the parties submit to the non-exclusive jurisdiction of the New Zealand courts.

26. DEFINITIONS

"**Ancillary Fee**" means fee payable in respect of Ancillary Services as described in the Schedule to these Terms and Conditions and as may be updated on the Website from time to time.

"**Ancillary Services**" means services that may be provided by Greasy Hands to you, in addition to the Services, in accordance with clause 7.1.

"**Bond**" means the pre-authorisation on your credit card (or debit card) in the amount of at least \$150 referred to in clause 4.7(b) as security for the performance of your obligations under these Terms and Conditions.

"**Booking**" means a booking by you under clause 4.4(c) which shall be subject to and comprising:

- (a) these Terms and Conditions; and
- (b) all information set out in a Booking Confirmation issued by Greasy Hands to you in accordance with clause 4.

"**Booking Confirmation**" means a confirmation issued by Greasy Hands to you, in a form determined by Greasy Hands in its absolute discretion, which sets out (among other things):

- (a) the details contained in the relevant Booking Request; and
- (b) the Service Fee,

which shall be subject to these Terms and Conditions.

"**Booking Date**" means the date Greasy Hands issues a Booking Confirmation to you in accordance with clause 4.

"**Booking Request**" means a request submitted by you to Greasy Hands, for the supply of the Services, in accordance with clause 4.1, which sets out (among other things):

- (a) your name and contact details;
- (b) the make, model, year, and engine size of the Motor Vehicle;
- (c) the registration number and chassis number of the Motor Vehicle; and
- (d) your desired Service; and
- (e) the date and time for the provision of the Services.

"**Business Day**" means any day (excluding a Saturday, Sunday or public holiday) on which registered banks are open for business in Auckland, New Zealand.

"**Cancellation Fee**" means the cancellation fee as described in the Schedule to these Terms and Conditions and as may be updated on the Website from time to time.

"**COVID-19**" means Coronavirus disease 2019 (novel coronavirus) and includes any related or similar communicable diseases, strains, mutations or derivations thereof.

"**COVID-19 Event**" means any event, series of events or state of affairs beyond the reasonable control of the party affected by the event, series of events or state of affairs, arising directly or indirectly in relation to or in connection with COVID-19 (including, without limitation, any government-imposed measures such as border closures, quarantine restrictions, lockdowns, physical distancing requirements, government seizures, health advisory warnings or alerts, or any COVID-19 screening, vaccination, stand-down or self-isolation requirements, or related sickness), where as a consequence the affected party cannot reasonably be required or expected to perform its obligations under a Booking (or the affected party's workforce (or a significant part, thereof) is prevented or unreasonably impeded from performing their duties under their employment or contracting agreements with the affected party).

"**Default**" means any event outlined in clause 15.

"**Equipment**" means the equipment supplied by Greasy Hands to you in connection with the Services.

"**Fees**" means the fees payable by you to Greasy Hands under a Booking, exclusive of GST, as follows:

- (a) the Bond;
- (b) the Service Fee;
- (c) the Ancillary Fee (if applicable); and

(d) the Cancellation Fee (if applicable).

"Force Majeure Event" means any event, series of events or state of affairs beyond the reasonable control of the party affected by the event, series of events or state of affairs, where as a consequence the affected party cannot reasonably be required or expected to perform its obligations under a Booking, and includes the following:

- (a) natural disasters (including, without limitation, earthquakes, storms, floods, landslides, tempest fire, volcanic events), explosions, lightning, outbreaks of war, riots, insurrections or civil commotions, acts of hostility, terrorism, epidemic events, pandemic events, major or communicable disease outbreak or threat of outbreak, other than COVID-19, and acts of God;
- (b) any industrial action beyond the control of a party which prevents the party from performing its obligations; or
- (c) a worker dispute, strike, lockout or other similar stoppage or event which affects:
 - (i) the provision of labour or materials; or
 - (ii) any builder or contractor in any way involved in carrying out or providing materials, services or work;
- (d) Act of Parliament or valid direction by a government agency; or
- (e) theft or vandalism.

"Greasy Hands", "us", "we" or "our" means Greasy Hands NZ Limited (Company number 8198808).

"GST" means goods and services tax chargeable in accordance with the Goods and Services Tax Act 1985.

"Guaranteed Obligations" means all of the liabilities and obligations of you to Greasy Hands under a Booking, whether relating to the payment of money or the observance and performance of any other liability or obligation.

"Guarantor" means such person or entity (or such persons or entities) who agrees to guarantee to Greasy Hands the obligations of a customer (and if there is more than one person or legal entity, it means each person or legal entity separately and all persons and legal entities jointly and severally).

"HSWA" means the Health and Safety at Work Act 2015, as may be amended from time to time and includes all regulations, codes and guidance issued under it.

"Liability" means any loss, liability, damage, compensation, cost, interest, Fee or fee, penalty, fine, assessment, and expense suffered or incurred by Greasy Hands, and all claims, injuries, actions, proceedings, demands or other liabilities arising out of, or in connection with, any of your acts or omissions in respect of a Booking (including, without limitation, all reasonable legal costs on a solicitor and own client basis) of whatsoever kind and nature (including claims based on strict liability in tort) howsoever arising.

"Motor Vehicle" means the motor vehicle receiving the Services under a Booking.

"PPSA" means the Personal Property Securities Act 1999, as amended from time to time.

"PPSR" means the Personal Property Securities Register.

"Premises" means the premises located at 48c Diana Drive, Wairau Park, Wairau Valley, Auckland.

"Privacy Policy" means the privacy policy of Greasy Hands as set out on the Website.

"Service Fee" means the fee as described in the Schedule to these Terms and Conditions and as may be updated on the Website from time to time.

"Services" means the automotive and mechanical service-offerings provided by Greasy Hands as requested by the customer in a Booking Request, and confirmed by Greasy Hands in a Booking Confirmation, being either the **"Full Greasy"**, **"Partial Greasy"** and **"Non Greasy"** service offering, and **"Service"** shall mean any one of them.

"Standards" means the standards of health and safety and compliance required to be met by you as specified by Greasy Hands and pursuant to professional and industry legislation codes and regulations.

"Tax Invoice" means a valid tax invoice for the purposes of the GST Act 1985 issued by Greasy Hands to you in connection with a Booking.

"Terms and Conditions" means these terms and conditions.

"Variation Request" means a request by you under clause 9.2 to vary any term of a Booking.

"Website" means Greasy Hands' website located at URL www.greasyhands.co.nz and any other website, social media platform, online platform or communications platform or channel that is in any way associated with, or related to, Greasy Hands.

SCHEDULE

SERVICE FEE:

<u>Type of Service</u>	<u>Fee</u>
Full Greasy	\$39.99 plus GST
Partial Greasy	\$59.99 plus GST
Non Greasy	\$79.99 plus GST

ANCILLARY FEE:

\$39.99 per hour plus GST

CANCELLATION FEE:

\$79 plus GST