

Plumbing & Heating Centre Limited – Terms & Conditions of Trade

1. Definitions	(a) on completion of the Works and/or delivery of the Works and/or Materials;	product supplied in order to minimise such variations but shall not be liable in any way whatsoever where such variations occur; and
1.1 "Contract" means the terms and conditions contained herein, together with any quotation, order, invoice or other document or amendments expressed to be supplemental to the Contract.	(b) by way of progress payments in accordance with PHC's specified progress payment schedule. Such progress payment claims may include the reasonable value of authorised variations and the value of any Materials delivered to the worksite but not yet installed.	(ii) expand, contract or distort as a result of exposure to heat, cold, weather, and
1.2 PHC means Plumbing & Heating Centre Limited, its successors and assigns or any person acting on behalf of and with the authority of Plumbing & Heating Centre Limited.	(c) 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;	(iii) mark or stain if exposed to certain substances; and
1.3 "Client" means the person(s), entities or any person acting on behalf of and with the authority of the Client requesting PHC to provide the Works as specified in any proposal, quotation, order, invoice or other documentation, and:	(d) the date specified on any invoice or other form as being the date for payment; or	(iv) be damaged or disfigured by impact or scratching; and
(a) if there is more than one Client, is a reference to each Client jointly and severally; and	(e) the date notified to the contractor, the date which is seven (7) days following the date of any invoice given to the Client by PHC.	(v) create undesirable smells caused by a system as a result of its normal operation.
(b) if the Client is a partnership, it shall bind each partner jointly and severally; and	At the agreement of both parties, payment of the Price may be subject to retention by the Client of an amount (hereafter called the "Retention Money"), being a set amount or equal to a percentage of the Price. The Client shall hold the Retention Money until the agreed period following completion of the Works during which time all Works are to be completed and/or all defects are to be remedied. Any Retention Money applicable to this Contract is to be dealt with in accordance with Subpart 2A - sections 18(a) to 18(f) of the Construction Contracts Amendment Act 2015.	PHC is not insured to remove furniture or fittings and will not do so, nor is PHC licensed to move electrical appliances.
(c) if the Client is a part of a Trust, shall be bound in their capacity as a trustee; and	Payment may be made by cash, cheque, bank account, electronic/on-line banking, credit card (a surcharge may apply per transaction), or by any other method as agreed between the Client and PHC.	PHC accepts no responsibility for any damage or performance related problems with any Materials where they have not been used and/or maintained in accordance with PHC's and/or the manufacturers' recommendations.
(d) includes the Client's executors, administrators, successors and permitted assigns.	PHC may in its discretion allocate any payment received from the Client towards any invoice that PHC determines and may do so at the time of receipt or at any time afterwards. On any default by the Client PHC may re-allocate any payments previously received and allocated. In the absence of any payment allocation by PHC, payment will be deemed to be allocated in such manner as preserves the maximum value of PHC's Purchase Money Security Interest (as defined in the PPSA) in the Materials.	Plumbing Risk The Client acknowledges and accepts that choked drains generally indicate pipelines are not fully efficient (i.e. breakages, cracks, negative fall or tree root entry); the drain line cannot be repaired or rectified just by clearing it on its own. Once cleared, PHC cannot give any guarantee against recurrence or further damage. In the event that the Client requests PHC to use drain/pipe unblocking equipment (including but not limited to, CCTV camera or an electric seal), and PHC does not recommend the use of such equipment due to the risk of the equipment becoming lodged or stuck, PHC may require the Client or their agent to authorise commencement of the Works in writing. If the drain/pipe unblocking equipment subsequently becomes lodged or stuck, the Client shall be responsible for the cost of repair, replacement and/or retrieval of said equipment.
1.4 "Works" means all Works (including consultation, manufacturing and/or installation services) or Materials supplied by PHC to the Client at the Client's request from time to time (where the context so permits the terms "Works" or "Materials" shall be interchangeable for the other).	Unless otherwise stated the Price does not include GST. In addition to the Price, the Client must pay to PHC an amount equal to any GST PHC must pay for any supply by PHC under this or any other agreement for the sale of the Materials. The Client must pay GST, without deduction or set off of any other amounts, at the same time and in the same manner as the Client is required to pay GST in respect of any other taxes and duties that may be applicable in addition to the Price except where they are expressly included in the Price.	Roofing Risk PHC's quotation for repairs to existing roofs shall be based only on the replacement of damaged roofing/cladding and/or any other roofing materials and shall not include the replacement of roofing/cladding and/or any other roofing materials with slight imperfections unless authorised by the Client prior to the commencement of the Works. If the Client requests the replacement of roofing/cladding and/or any other roofing materials that have slight imperfections but PHC does not deem to be defective or affect the integrity of the roof then this shall be a variation to the original quotation and clause 6.2 will apply. The Client acknowledges and accepts that:
1.5 "Intended Use" means a product and the use thereof, for which the product is intended to be, or is reasonably likely to be, associated with the Works.	PHC may deliver the Works by separate instalments. Each separate instalment shall be invoiced and paid in accordance with the provisions in these terms and conditions.	(a) no persons other than those authorised or employed by PHC are to walk on the top of the roof surface for a period of twenty-one (21) days after completion of the job and at no time are any persons permitted to be in the areas of the Works. PHC shall not be liable for any loss, damages, injuries, or costs however arising resulting from the Client's failure to comply with this clause;
1.6 "Non-Conforming Building Product" means any associated building products that are regarded as Non-Conforming for an Intended Use if, when associated with the Works:	Any time specified by PHC for delivery of the Works is an estimate only and PHC will not be liable for any loss or damage incurred by the Client as a result of delivery being late. However, both parties agree that they shall make every endeavour to ensure the Works to be supplied at the time and place as was arranged between both parties. In the event that PHC is unable to supply the Works as agreed solely due to any action or inaction of the Client, then PHC shall be entitled to charge a reasonable fee for re-supplying the Works at a later time and date, and/or for storage of the Materials.	(b) PHC accepts no liability for any subsequent loss or damage (including, but not limited to, internal water damage) to the Client's property which may occur during the cleaning process where such loss or damage is due to pre-existing faults or leaks;
(a) the product is not, or will not be, safe; or	At PHC's sole discretion, the cost of delivery is either included in the Price or is in addition to the Price.	(c) it is their responsibility to ensure that any uncompleted areas are kept watertight during construction if there is any delay in the Works due to circumstances beyond the control of PHC (including, but not limited to, waiting on another trade or materials, or weather conditions). PHC will accept no liability whatsoever for any damages caused as a result of the Client's failure to comply with this clause; and
(b) does not, or will not, comply with the relevant regulatory provisions; or	PHC may deliver the Works by separate instalments. Each separate instalment shall be invoiced and paid in accordance with the provisions in these terms and conditions.	(d) where an anodised surface finish has been selected, slight colour variation may occur between the main unit frame and any installation trims or drainage components used due to the difference in metal alloys available and manufacturing standards and tolerances shall not be deemed to be a defect in the Materials.
(c) the product does not perform, or is not capable of performing, for the use to the standard it is represented to conform by or for a person in the chain of responsibility for the product; or	Any time specified by PHC for delivery of the Works is an estimate only and PHC will not be liable for any loss or damage incurred by the Client as a result of delivery being late. However, both parties agree that they shall make every endeavour to ensure the Works to be supplied at the time and place as was arranged between both parties. In the event that PHC is unable to supply the Works as agreed solely due to any action or inaction of the Client, then PHC shall be entitled to charge a reasonable fee for re-supplying the Works at a later time and date, and/or for storage of the Materials.	Electrical Risk In the event that the electrical wiring is required to be re-positioned at the request of any third party contracted by the Client then the Client agrees to notify PHC immediately and PHC shall be entitled to charge a reasonable fee to indemnify PHC against any additional costs incurred with such a relocation of electrical wiring. All such variations shall be invoiced in accordance with clause 6.2. It is agreed by the Client that upon the completion of the Works, that:
1.8 "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" as defined in the Privacy Act 1993), 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.	PHC shall not be liable for any loss, damages, or costs however resulting from the Client's failure to comply with this clause.	(a) there will be a minimum of 50mm thick polystyrene board insulation installed on top of the slab by the Client's agent and/or third party contractor. In the event that there is any subterranean water within ten (10) feet of the underside of the slab the insulation thickness should be a minimum of 60mm;
1.9 "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 Client does not wish to allow Cookies to operate in the background when using PHC'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.	PHC shall not be liable for any loss, damages, or costs however resulting from the Client's failure to comply with this clause.	(b) there must be a minimum of 30mm of concrete poured on top of PHC's tubing (16mm o.d.); and
1.10 "Personal Information" means information that is collected from the Client (where applicable) for the Works as agreed between PHC and the Client in accordance with clause 6 below.	PHC shall not be liable for any loss, damages, or costs however resulting from the Client's failure to comply with this clause.	(c) the walls and ceilings are insulated with a minimum equivalent of 100mm of insulation.
2. Acceptance	PHC shall not be liable for any loss, damages, or costs however resulting from the Client's failure to comply with this clause.	(d) the Client acknowledges and accepts that the mains power is required to be isolated in order for PHC to complete the final connection of the solar main switch, the Client agrees to indemnify PHC in respect of all and any liability claims, loss, damage, costs and fines if a power surge is to occur when the power is turned back on.
2.1 The Client is taken to have exclusively accepted and is immediately bound, jointly and severally, by these terms and conditions if the Client places an order for or accepts delivery of any Works.	PHC shall not be liable for any loss, damages, or costs however resulting from the Client's failure to comply with this clause.	Solar Risk Whilst the final location of the inverter and solar panels is at the discretion of the Client, a charge shall apply as a variation as per clause 6.2, if the Client requests the inverter and solar panels to be installed in a different location other than that agreed upon by both parties.
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.	PHC shall not be liable for any loss, damages, or costs however resulting from the Client's failure to comply with this clause.	The Client acknowledges and accepts that the mains power is required to be isolated in order for PHC to complete the final connection of the solar main switch, the Client agrees to indemnify PHC in respect of all and any liability claims, loss, damage, costs and fines if a power surge is to occur when the power is turned back on.
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.	PHC shall not be liable for any loss, damages, or costs however resulting from the Client's failure to comply with this clause.	The Client acknowledges and accepts that:
2.4 The Client acknowledges that the supply of Works on credit shall not take effect until the Client has completed a credit application with PHC and it has been approved with a credit limit established for the request.	PHC shall not be liable for any loss, damages, or costs however resulting from the Client's failure to comply with this clause.	(a) the energy generation may be less than estimates due to factors out of PHC control (including, but not limited to, hours of sunlight, cloud cover, weather patterns, the location (geographical or otherwise) of the Works and the location of the inverter and solar panels);
2.5 In the event that the supply of Works requested exceeds the Client's credit limit and the account exceeds the payment terms, PHC reserves the right to refuse delivery.	PHC shall not be liable for any loss, damages, or costs however resulting from the Client's failure to comply with this clause.	(b) some buildings may not have the optimum orientation for the installation of the Materials or components, and therefore understands and accepts that the Materials performance may be compromised in such situations.
2.6 Where the Client is a tenant (and therefore not the owner of the land and premises where Works are to be carried out) then the Client warrants that they have obtained the full consent of the owner for PHC to carry out the Works on the owner's land and premises. The Client acknowledges and agrees that they shall be personally liable for full payment of the Price for the Works provided under this Contract and to indemnify PHC against any claim made by the owner of the premises (howsoever arising) in relation to the provision of the Works by PHC, except where such claim has arisen because of the negligence of PHC when undertaking the Works. Furthermore, the Client agrees that they shall, upon request from PHC, provide evidence that:	PHC shall not be liable for any loss, damages, or costs however resulting from the Client's failure to comply with this clause.	(c) the Client acknowledges and agrees that it is the Client's responsibility to:
(a) they are the owner of the land and premises upon which the Works are to be undertaken; or	PHC shall not be liable for any loss, damages, or costs however resulting from the Client's failure to comply with this clause.	(a) ensure that a safety fence is erected around the perimeter of the Worksite to ensure public safety;
(b) where they are a tenant, that they have the consent of the owner for the Works to be carried out on the land and premises.	PHC shall not be liable for any loss, damages, or costs however resulting from the Client's failure to comply with this clause.	(b) have all areas clean and clear to enable scheduled work to be completed in accordance with the schedule of installation;
2.7 In the event that PHC is requested to carry out the Works urgently, that may require PHC's staff to work outside normal business hours (including but not limited to working, through lunch breaks, weekends and/or Public Holidays) then PHC reserves the right to charge the Client additional labour costs (penalty rates will apply at time and a half normal rates), unless otherwise agreed between PHC and the Client.	PHC shall not be liable for any loss, damages, or costs however resulting from the Client's failure to comply with this clause.	(c) ensure that the position for all walls, door entrances and concrete cuts are clearly marked prior to the commencement of the Works;
2.8 If PHC has been requested by the Client to diagnose a fault that requires investigation, disassembly and/or testing, all costs involved will be charged to the Client irrespective of whether or not the repair goes ahead.	PHC shall not be liable for any loss, damages, or costs however resulting from the Client's failure to comply with this clause.	(d) remove all existing floor coverings, tacks and staples;
2.9 PHC will notify the Client's electricity distributor/retailer of the installation. The electricity distributor/retailer may then require the replacement of the Client's existing power meter, the cost of which shall be the Client's responsibility and is not included in any pricing specified under this Contract.	PHC shall not be liable for any loss, damages, or costs however resulting from the Client's failure to comply with this clause.	(e) fully disclose any information that may affect PHC's installation procedures (including, but not limited to, discovery of asbestos or leaks in the masonry, extensions of existing slabs, thickened beams, curing compounds that may have been used, or use of concrete over 25mpa);
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 2011 or any other applicable provisions of that Act or any Regulations referred to in that Act.	PHC shall not be liable for any loss, damages, or costs however resulting from the Client's failure to comply with this clause.	(f) ensure the sub-floor is adequately ventilated and is structurally sound;
3. Authorised Representatives	PHC shall not be liable for any loss, damages, or costs however resulting from the Client's failure to comply with this clause.	(g) ensure that the levels of the sub-floor are satisfactory as the floor coverings can not follow the contours available on the agreed date and time;
3.1 The Client acknowledges that PHC shall (for the duration of the Works) liaise directly with one (1) authorised representative, and that once introduced as such to PHC, that person shall have the full authority of the Client to order any Works and/or to request any variation thereto on the Client's behalf. The Client accepts that they will be solely liable to PHC for all additional costs incurred by PHC (including PHC's profit margin) in providing any Works or variations requested thereby by the Client's duly authorised representative.	PHC shall not be liable for any loss, damages, or costs however resulting from the Client's failure to comply with this clause.	(h) ensure that a concrete plinth is provided to PHC prior to the commencement of the Works, for any heat pump, with the appropriate dimensions;
4. Errors and Omissions	PHC shall not be liable for any loss, damages, or costs however resulting from the Client's failure to comply with this clause.	(i) remove all fragile items such as glassware, crockery, pot plants, furniture and ornaments. Breakages and damages are the responsibility of the Client. All care taken but no responsibility accepted by PHC in this regard; and
4.1 The Client acknowledges and accepts that PHC shall, without prejudice, accept no liability in respect of any alleged or actual error(s) and/or omission(s):	PHC shall not be liable for any loss, damages, or costs however resulting from the Client's failure to comply with this clause.	(k) where PHC is in control of the Worksite, the Client and/or the Client's third party contractors must initially carry out PHC's Health & Safety induction course before access to the Worksite will be granted. Inspection of the Worksite during the course of the Works will be by appointment only and unless otherwise agreed, in such an event the Client and/or third party acting on behalf of the Client must be accompanied by PHC.
(a) resulting from an inadvertent mistake made by PHC in the formation and/or administration of this Contract; and/or	PHC shall not be liable for any loss, damages, or costs however resulting from the Client's failure to comply with this clause.	The Client acknowledges and agrees that it is the Client's responsibility to ensure that a safety fence is erected around the perimeter of the Worksite to ensure public safety.
(b) contained in/omitted from any literature (hard copy and/or electronic) supplied by PHC in respect of the Works;	PHC shall not be liable for any loss, damages, or costs however resulting from the Client's failure to comply with this clause.	Where PHC requires that Materials, tools etc. required for the Works be stored at the Worksite, the Client shall supply PHC a safe area for storage and shall take all reasonable efforts to protect all items from destruction, theft or damage. In the event that any of the stored items are destroyed, stolen or damaged, then the cost of repair or replacement shall be the Client's responsibility.
4.2 In the event such an error and/or omission occurs in accordance with clause 4.1, and is not attributable to the negligence and/or willful misconduct of PHC, the Client shall not be entitled to treat this Contract as repudiated nor render it invalid.	PHC shall not be liable for any loss, damages, or costs however resulting from the Client's failure to comply with this clause.	Underground Locations During the completion of any work the Client must advise PHC of the precise location of all underground services on the Worksite and clearly mark the same. The underground mains and services the Client must identify include, but are not limited to, electrical services, gas services, sewer services, pumping services, sewer connections, sewer sludge mains, water mains, irrigation pipes, telephone cables,
5. Change in Control	PHC shall not be liable for any loss, damages, or costs however resulting from the Client's failure to comply with this clause.	
5.1 The Client shall give PHC 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, contact phone or fax numbers, change of trustees, or business practice). The Client shall be liable for any loss incurred by PHC as a result of the Client's failure to comply with this clause.	PHC shall not be liable for any loss, damages, or costs however resulting from the Client's failure to comply with this clause.	
6. Price and Payment	PHC shall not be liable for any loss, damages, or costs however resulting from the Client's failure to comply with this clause.	
6.1 At PHC's sole discretion the Price shall be either:	PHC shall not be liable for any loss, damages, or costs however resulting from the Client's failure to comply with this clause.	
(a) as indicated on invoices provided by PHC to the Client in respect of Works performed or Materials supplied; or	PHC shall not be liable for any loss, damages, or costs however resulting from the Client's failure to comply with this clause.	
(b) PHC's Price at the date of delivery of the Works according to PHC's current price list; or	PHC shall not be liable for any loss, damages, or costs however resulting from the Client's failure to comply with this clause.	
(c) PHC's quoted Price (subject to clause 6.2) which shall be binding upon PHC provided that the Client shall accept PHC's quotation in writing within thirty (30) days.	PHC shall not be liable for any loss, damages, or costs however resulting from the Client's failure to comply with this clause.	
6.2 PHC reserves the right to change the Price:	PHC shall not be liable for any loss, damages, or costs however resulting from the Client's failure to comply with this clause.	
(a) if a variation to the Materials which are to be supplied is requested; or	PHC shall not be liable for any loss, damages, or costs however resulting from the Client's failure to comply with this clause.	
(b) if a variation to the Works originally scheduled (including any applicable plans or specifications) is requested; or	PHC shall not be liable for any loss, damages, or costs however resulting from the Client's failure to comply with this clause.	
(c) where additional Works are required due to the discovery of hidden or undetectable activities (including, but not limited to, poor weather conditions, limitations to the Worksite access and/or crawl spaces, prerequisite work by a third party not being completed, inaccurate measurements, plans or specifications supplied by the Client, hard rock or other barriers below the surface, iron reinforcing rods in concrete, or hidden pipes and wiring, etc.) which are only discovered on commencement of the Works; or	PHC shall not be liable for any loss, damages, or costs however resulting from the Client's failure to comply with this clause.	
(d) in the event of increases in the relevant currency exchange rates or increases to PHC in the cost of labour or materials which are beyond PHC's control.	PHC shall not be liable for any loss, damages, or costs however resulting from the Client's failure to comply with this clause.	
6.3 Variations will be charged for on the basis of PHC's quotation, and will be detailed in writing, and shown as variations on PHC's invoice. The Client shall be required to respond to any variation submitted by PHC within ten (10) working days. Failure to do so will entitle PHC 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.	PHC shall not be liable for any loss, damages, or costs however resulting from the Client's failure to comply with this clause.	
6.4 At PHC's sole discretion a non-refundable deposit may be required.	PHC shall not be liable for any loss, damages, or costs however resulting from the Client's failure to comply with this clause.	
6.5 Time for payment for the Works being of the essence, the Price will be payable by the Client on the date(s) determined by PHC, which may be:	PHC shall not be liable for any loss, damages, or costs however resulting from the Client's failure to comply with this clause.	

Please note that a larger print version of these terms and conditions is available from PHC on request.

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12.2	fibres optic cables, oil pumping mains, and any other services that may be on the Worksite. Whilst PHC will take all care to avoid damage to any underground services the Client agrees to indemnify PHC on an equal basis for any and all claims, including damage, costs and fines as a result of damage to services not precisely located and notified as per clause 12.1.	17.2 The Client indemnifies PHC from and against all PHC's costs and disbursements including legal costs on a solicitor and own client basis incurred in exercising PHC's rights under this clause.	at least ten (10) working days, PHC shall be entitled to terminate the Contract, in accordance with clause 24.
13.	13.1 The Client shall have public liability insurance of at least five million dollars (\$5m). It is the Client's responsibility to ensure that they are similarly insured.	17.3 The Client agrees to indemnify PHC and each director of PHC as the Client's true and lawful attorney/s to perform all necessary acts to give effect to the provisions of this clause 17 including, but not limited to, signing any document on the Client's behalf.	24.1 Cancellation Without prejudice to any other rights or remedies PHC may have, if at any time the Client is in breach of any obligation (including those relating to payment) and/or failure to remedy any breach in respect of this Contract within ten (10) working days of receipt by the Client of such notice/s then PHC may suspend or terminate the supply of the Works. PHC will not be liable to the Client for any loss or damage the Client suffers because PHC has exercised its rights under this clause.
14.	14.1 The Client and PHC shall comply with the provisions of all statutes, regulations and bylaws of government, local and other public authorities that may be applicable to the Works, including any provisions of New Zealand regulations, then PHC shall be entitled, without prejudice, to halt the Works until the appropriate conforming products are sourced and all costs associated with such a change to the plans and design will be invoiced in accordance with clause 6.2.	18.1 Defects and Returns The Client shall inspect the Materials on delivery and shall within seven (7) days of delivery (time being of the essence) notify PHC of any alleged defect, shortage in quantity, damage or failure to comply with the description or quote. The Client shall afford PHC an opportunity to inspect the Materials within a reasonable time following delivery if the Client believes the Materials are defective in any way. If the Client shall not give such an opportunity to inspect the Materials shall be presumed to be free from any defect or damage. For defective Materials, which PHC has agreed in writing that the Client is entitled to reject, PHC's liability is limited to either (a) PHC's discretion) replacing the Materials or repairing the Materials. Returns will only be accepted provided that:	24.2 Without prejudice to any other rights or remedies PHC may have, if at any time the Client is in breach of any obligation (including those relating to payment) and/or failure to remedy any breach in respect of this Contract within ten (10) working days of receipt by the Client of such notice/s then PHC may suspend or terminate the supply of the Works. PHC will not be liable to the Client for any loss or damage the Client suffers because PHC has exercised its rights under this clause.
14.2	(a) to comply with the Building Amendment Act 2013, in respect of all workmanship and building products to be supplied during the course of the Works; and (b) that Works will be provided in accordance with any current relevant Australian and New Zealand Standards immediately. The power if isolated will not be re-energised until such time as the existing condition has been rectified and made safe in accordance to the Electrical Safety Regulations. The Client accepts and agrees that any costs associated with the rectification Works including any materials and labour shall be to the Client's account.	18.2 (a) the Client has complied with the provisions of clause 18.1; and (b) PHC has agreed in writing to accept the return of the Materials; and (c) the Materials are returned at the Client's cost within seven (7) days of the delivery date; and (d) PHC will not be liable for Materials which have not been stored or used in a proper manner; and (e) the Materials 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.	24.3 In the event that the Client cancels the delivery of Works the Client shall be liable for any and all loss incurred (whether direct or indirect) by PHC as a direct result of the cancellation (including, but not limited to, any loss of profits). 24.4 Cancellation of orders for products made to the Client's specifications, or for non-stockist items, will not be accepted once production has commenced, or an order has been placed.
14.3	14.3 Where the Client has supplied products for PHC to complete the Works, the Client acknowledges that it accepts responsibility for the suitability of purpose and use for their products and the Intended Use and any faults inherent in those products. However, if in PHC's opinion, it is believed that the materials supplied are Non-Conforming products and will not conform with New Zealand regulations, then PHC shall be entitled, without prejudice, to halt the Works until the appropriate conforming products are sourced and all costs associated with such a change to the plans and design will be invoiced in accordance with clause 6.2.	18.3 PHC may (in its discretion) accept the return of Materials for credit but this may incur a handling fee of fifteen percent (15%) of the value of the returned Materials plus any freight. Returned Materials may (at PHC's sole discretion), incur restocking and handling fees. Subject to clause 18.1, non-stockist items or Materials made to the Client's specifications are under no circumstances acceptable for credit or return.	24.5 Privacy Policy All emails, documents, images or other recorded information held or used by PHC is Personal Information as defined and referred to in clause 25.3 and therefore considered confidential. PHC 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") under the EU Data Privacy Laws (including the General Data Protection Regulation ("GDPR") (collectively "EU Data Privacy Laws"). PHC acknowledges that in the event it becomes aware of any data breaches and/or disclosure of the Client's Personal Information, held by PHC that may result in serious harm to the Client, PHC will notify the Client in accordance with the Act and/or the GDPR. Any release of such Personal Information must be in accordance with the Act and/or the GDPR (where relevant) and must be approved by the Client by written consent, unless subject to an operation of law.
14.4	14.4 The Client shall obtain (at the expense of the Client) all licenses and approvals that may be required for the Works.	19. Warranties Subject to the conditions of warranty set out in clause 19.2 PHC warrants that if any defect in any workmanship of PHC becomes apparent and is reported to PHC within twelve (12) months of the date of delivery (time being of the essence) then PHC will either (at PHC's sole discretion) replace or remedy the workmanship. The conditions applicable to the warranty given by clause 19.1 are:	25.1 All emails, documents, images or other recorded information held or used by PHC is Personal Information as defined and referred to in clause 25.3 and therefore considered confidential. PHC 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") under the EU Data Privacy Laws (including the General Data Protection Regulation ("GDPR") (collectively "EU Data Privacy Laws"). PHC acknowledges that in the event it becomes aware of any data breaches and/or disclosure of the Client's Personal Information, held by PHC that may result in serious harm to the Client, PHC will notify the Client in accordance with the Act and/or the GDPR. Any release of such Personal Information must be in accordance with the Act and/or the GDPR (where relevant) and must be approved by the Client by written consent, unless subject to an operation of law.
14.5	14.5 PHC shall comply with the terms and conditions of all such consents and approvals in so far as such consents and approvals relate to the carrying out of the Works.	19.2 (a) any defect which is a defect or damage which may be caused or partly caused by or arise through: (i) failure on the part of the Client to properly maintain any Materials; or (ii) failure on the part of the Client to follow any instructions or guidelines provided by PHC; or (iii) the use of the Materials otherwise than for any application specified on a quote or order form; or (iv) the continued use of any Materials after any defect becomes apparent or would have become apparent to a reasonably prudent operator or user; or (v) fair wear and tear, any accident or act of God. (b) the warranty shall cease and PHC shall thereafter in no circumstances be liable under the terms of the warranty if the workmanship is repaired, altered or overhauled without PHC's consent. (c) in respect of all claims PHC shall not be liable to compensate the Client for any delay in either replacing or remedying the workmanship or in properly assessing the Client's claim.	25.2 Notwithstanding clause 25.1, privacy limitations will extend to PHC in respect of Cookies where the Client utilises PHC's website to make enquiries. PHC 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 from the Client, including: (a) IP address, browser, email client type and other similar details; (b) tracking website usage and traffic; and (c) reports are available to PHC when PHC sends an email to the Client, so PHC may collect and review that information ("Collectively Personal Information")
14.6	14.6 Prior to commencement of any Works PHC shall carry a routine soundness test of the Worksite to ensure there are not any gas leaks in the existing pipework. In the event of such a discovery PHC where necessary will have the gas supply capped-off until the fault is located and repaired to the Client's satisfaction.	19.3 For Materials not manufactured by PHC, the warranty shall be the current warranty provided by the manufacturer of the Materials. PHC 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 Materials. In the case of second hand Materials, the Client acknowledges that full opportunity inspected the same has been provided and accepts the same with all faults and that no warranty is given by PHC as to the quality or suitability for any purpose and any implied warranty, statutory or otherwise, is expressly excluded. PHC shall not be responsible for any loss or damage to the Materials, or caused by the Materials, or any part thereof however arising.	25.3 The Client authorises PHC or PHC'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 PHC from the Client directly or obtained by PHC 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 25.3 are authorities or consents for the purposes of the Privacy Act 1993.
14.7	14.7 The Client acknowledges and accepts that in instances where the gas supply is turned off at the meter or bottles by PHC in order to carry out the soundness test that parts within a gas appliance may fail due to not being turned off and serviced for a long period of time including, thermocouples, blocked pilot tubes, and SIT valves on pilot assemblies. Any costs associated with such an event shall be borne by the Client.	19.4 Any live Works or Works undertaken near live conductors where it is safe to do so shall be done in accordance with the Health and Safety at Work Act 2015 (the "HSW Act") and the standards and regulations applying to the electrical installation under the Electrical Safety Regulations. All of the cabling work will comply with all relevant Australian and New Zealand Wiring standards.	25.4 Where the Client is an individual the authorities under clause 25.3 are authorities or consents for the purposes of the Privacy Act 1993.
14.8	14.8 The Client warrants that any existing plumbing, gasfitting and/or associated services in or upon the Worksite that is subject to the Materials and/or Works are in compliance with regulations. PHC reserves the right to halt all Works (in accordance with the provisions of clause 7.2 above) if in their opinion the Worksite is unsafe for the Client or the Client's employees, damage to the Client's installations and unexplained power disconnections. It may in some cases require disconnection and isolation of the installation and such Works for which additional charges may be applicable. This shall be invoiced in accordance with clause 6.2.	20. Consumer Guarantees Act 1993 If the Client is acquiring Materials 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 Materials by PHC to the Client.	25.5 The Client shall have the right to request (by e-mail) from PHC, a copy of the Personal Information about the Client retained by PHC and the right to request that PHC correct any incorrect Personal Information.
14.9	14.9 All work will be based to ensure that it is electrically safe and is in accordance with the wiring rules and other standards applying to the electrical installation under the Electrical Safety Regulations. All of the cabling work will comply with all relevant Australian and New Zealand Wiring standards.	21. Intellectual Property Where PHC has designed, drawn, written plans or a schedule of Works, or created any products for the Client, then the copyright in all such designs, drawings, documents, plans, schedules and products shall remain vested in PHC, and shall only be used by the Client at PHC's discretion. Under no circumstances may such designs, drawings and documents be used without the express written approval of PHC. The Client warrants that all designs, specifications or instructions given to PHC will not cause PHC to infringe any patent, registered design or trademark in the execution of the Client's order and the Client agrees to indemnify PHC against any action taken by a third party against PHC in respect of any such infringement. The Client agrees that PHC may (at no cost) use for the purposes of marketing or promotional purposes, any documents, designs, drawings, plans or products which PHC has created for the Client.	25.6 If the Client consents to PHC's use of Cookies on PHC's website and later wishes to withdraw that consent, the Client may manage and control PHC'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 PHC or PHC'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 PHC from the Client directly or obtained by PHC 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 25.3 are authorities or consents for the purposes of the Privacy Act 1993.
14.10	14.10 If during the course of installation when the Works are being conducted within and around switchboards that if the same is found defective or deemed to be unsafe by PHC, then PHC shall immediately halt the Works and the Works will not be re-energised until such time as the existing condition has been rectified and made safe in accordance to the Electrical Safety Regulations. The Client accepts and agrees that any costs associated with the rectification Works including any materials and labour shall be to the Client's account.	21.2 The Client warrants that all designs, specifications or instructions given to PHC will not cause PHC to infringe any patent, registered design or trademark in the execution of the Client's order and the Client agrees to indemnify PHC against any action taken by a third party against PHC in respect of any such infringement. The Client agrees that PHC may (at no cost) use for the purposes of marketing or promotional purposes, any documents, designs, drawings, plans or products which PHC has created for the Client.	25.7 The Client can make a privacy complaint by contacting PHC via e-mail. PHC will respond to that complaint within seven (7) days of receipt and will take all reasonable steps to reach 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 Information Commissioner at http://www.privacy.org.nz/comply/compl.html .
14.11	14.11 Any live Works or Works undertaken near live conductors where it is safe to do so shall be done in accordance with the Health and Safety at Work Act 2015 (the "HSW Act") and the standards and regulations applying to the electrical installation under the Electrical Safety Regulations. All of the cabling work will comply with all relevant Australian and New Zealand Wiring standards being "Safe Working on Low Voltage Electrical Installations, relevant Statutory Acts and Work Place Regulations". PHC's live Works procedures are designed to eliminate risk of injury to PHC's employees, damage to the Client's installations and unexpected power disconnections. It may in some cases require disconnection and isolation of the installation and such Works for which additional charges may be applicable. This shall be invoiced in accordance with clause 6.2.	22. Default and Consequences of Default 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 PHC's sole discretion such interest shall compound monthly at such a rate) after as well as before any judgment. If the Client owes PHC any money the Client shall indemnify PHC from and against all costs and disbursements incurred by PHC in recovering the debt (including but not limited to internal administration fees, legal costs on a solicitor and own client basis, PHC's collection agency costs and bank dishonour fees). Further to any other rights or remedies PHC may have under this Contract, if a Client has made payment to PHC, 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 PHC under this clause 22, where it can be proven that such reversal is caused by a fraud, fraudulent or in contravention to the Client's obligations under this Contract.	25.8 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.
14.12	14.12 Notwithstanding clause 14.1 and pursuant to the Health & Safety at Work Act 2015 (the "HSW Act"), PHC agrees at all times to comply with sections 28 and 34 of the "HSW Act" with meeting their obligations for health and safety laws in the workplace regardless of whether they may be the party in control of the Worksite or where they may be acting as a sub-contractor for the Client who has engaged a third party head contractor.	22.4 Without prejudice to PHC's other remedies at law PHC shall be entitled to cancel all or any part of any order of the Client which remains unfulfilled and all amounts owing to PHC shall, whether or not due for payment, become immediately payable if: (a) any money payable by the Client becomes overdue; or in PHC'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 PHC; (c) the Client becomes insolvent or bankrupt, 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, administrator (provisional or otherwise) or similar person is appointed in respect of the Client or any asset of the Client.	25.9 Any dispute or difference arising as to the interpretation of these terms and conditions or as to any matter arising hereunder, shall be submitted to, and settled by, either adjudication in accordance with section 26 of the Construction Contracts Act 2002 and/or by arbitration in accordance with the Arbitration Act 1996 or its replacement(s).
15.	15.1 Title PHC and the Client agree that ownership of the Materials shall not pass until: (a) the Client pays to PHC all amounts due; and (b) the Client has met all of its other obligations to PHC. 15.2 Receipt by PHC 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. 15.3 It is further agreed that: (a) until ownership of the Materials passes to the Client in accordance with clause 15.1 that the Client is entitled to the balance of the Materials and unless the Materials have become fixtures must return the Materials to PHC on request; (b) the Client holds the benefit of the Client's insurance of the Materials on trust for PHC and must pay to PHC the proceeds of any insurance in the event of the Materials being lost, damaged or destroyed; (c) the production and conditions by PHC shall be sufficient evidence of PHC's rights to receive the insurances proceeds direct from the insurer without the need for any person dealing with PHC to make further enquiries; (d) the Client must not sell, dispose, or otherwise part with possession of the Materials other than in the ordinary course of business and for market value; the Client sells, disposes or parts with possession of the Materials then the Client must hold the proceeds of any such act on trust for PHC and must pay or deliver the proceeds to PHC on demand; (e) the Client should not convert or process the Materials or intermix them with other goods but if the Client does so then the Client holds the resulting product on trust for the Client and must sell, dispose of or return the resulting product to PHC as its direct goods; (f) unless the Materials have become fixtures the Client irrevocably authorises PHC to enter any premises where PHC believes the Materials are kept and recover possession of the Materials; (g) PHC may recover possession of any Materials in transit whether or not delivery has occurred; (h) the Client shall not charge or grant an encumbrance over the Materials nor grant nor otherwise give away any interest in the Materials while they remain the property of PHC; and (i) PHC may commence proceedings to recover the Price of the Materials sold notwithstanding that ownership of the Materials has not passed to the Client.	22.5 Where the Client has designed, drawn, written plans or a schedule of Works, or created any products for the Client, then the copyright in all such designs, drawings, documents, plans, schedules and products shall remain vested in PHC, and shall only be used by the Client at PHC's discretion. Under no circumstances may such designs, drawings and documents be used without the express written approval of PHC. The Client warrants that all designs, specifications or instructions given to PHC will not cause PHC to infringe any patent, registered design or trademark in the execution of the Client's order and the Client agrees to indemnify PHC against any action taken by a third party against PHC in respect of any such infringement. The Client agrees that PHC may (at no cost) use for the purposes of marketing or promotional purposes, any documents, designs, drawings, plans or products which PHC has created for the Client.	26. Service of Notices Any 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) 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; or (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.
16.	16.1 Personal Property Securities Act 1999 ("PPSA") 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 Materials and/or collateral (account) – being a monetary obligation of the Client to PHC for Works – that have previously been supplied and that will be supplied in the future by PHC to the Client. 16.2 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 PHC may reasonably require to register a financing statement or financing charge statement on the Personal Property Securities Register; (b) indemnify, and upon demand reimburse, PHC for all its expenses incurred in registering a financing statement or financing charge statement on the Personal Property Securities Register or releasing any Materials charged thereby; (c) not register, or permit to be registered, a financing statement or a financing charge statement in relation to the Materials and/or collateral (account) in favour of a third party without the prior written consent of PHC; and (d) immediately advise PHC of any material change in its business practices of selling Materials which would result in a change in the nature of proceeds derived from such sales.	22.6 Where the Client has designed, drawn, written plans or a schedule of Works, or created any products for the Client, then the copyright in all such designs, drawings, documents, plans, schedules and products shall remain vested in PHC, and shall only be used by the Client at PHC's discretion. Under no circumstances may such designs, drawings and documents be used without the express written approval of PHC. The Client warrants that all designs, specifications or instructions given to PHC will not cause PHC to infringe any patent, registered design or trademark in the execution of the Client's order and the Client agrees to indemnify PHC against any action taken by a third party against PHC in respect of any such infringement. The Client agrees that PHC may (at no cost) use for the purposes of marketing or promotional purposes, any documents, designs, drawings, plans or products which PHC has created for the Client.	26.1 The Client warrants that all designs, specifications or instructions given to PHC will not cause PHC to infringe any patent, registered design or trademark in the execution of the Client's order and the Client agrees to indemnify PHC against any action taken by a third party against PHC in respect of any such infringement. The Client agrees that PHC may (at no cost) use for the purposes of marketing or promotional purposes, any documents, designs, drawings, plans or products which PHC has created for the Client.
16.3	16.3 PHC and the Client agree that nothing in sections 114(1)(a), 133 and 134 of the PPSA shall apply to these terms and conditions.	22.7 If the Client owes PHC any money the Client shall indemnify PHC from and against all costs and disbursements incurred by PHC in recovering the debt (including but not limited to internal administration fees, legal costs on a solicitor and own client basis, PHC's collection agency costs and bank dishonour fees). Further to any other rights or remedies PHC may have under this Contract, if a Client has made payment to PHC, 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 PHC under this clause 22, where it can be proven that such reversal is caused by a fraud, fraudulent or in contravention to the Client's obligations under this Contract.	26.2 The Client warrants that all designs, specifications or instructions given to PHC will not cause PHC to infringe any patent, registered design or trademark in the execution of the Client's order and the Client agrees to indemnify PHC against any action taken by a third party against PHC in respect of any such infringement. The Client agrees that PHC may (at no cost) use for the purposes of marketing or promotional purposes, any documents, designs, drawings, plans or products which PHC has created for the Client.
16.4	16.4 The Client waives its rights as a debtor under sections 116, 120(2), 121, 125, 126, 127, 129, 131 and 133 of the PPSA.	22.8 Without prejudice to PHC's other remedies at law PHC shall be entitled to cancel all or any part of any order of the Client which remains unfulfilled and all amounts owing to PHC shall, whether or not due for payment, become immediately payable if: (a) any money payable by the Client becomes overdue; or in PHC'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 PHC; (c) the Client becomes insolvent or bankrupt, 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, administrator (provisional or otherwise) or similar person is appointed in respect of the Client or any asset of the Client.	26.3 The Client warrants that all designs, specifications or instructions given to PHC will not cause PHC to infringe any patent, registered design or trademark in the execution of the Client's order and the Client agrees to indemnify PHC against any action taken by a third party against PHC in respect of any such infringement. The Client agrees that PHC may (at no cost) use for the purposes of marketing or promotional purposes, any documents, designs, drawings, plans or products which PHC has created for the Client.
16.5	16.5 Unless otherwise agreed to in writing by PHC, the Client waives its right to receive a verification statement in accordance with section 148 of the PPSA.	22.9 Without prejudice to PHC's other remedies at law PHC shall be entitled to cancel all or any part of any order of the Client which remains unfulfilled and all amounts owing to PHC shall, whether or not due for payment, become immediately payable if: (a) any money payable by the Client becomes overdue; or in PHC'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 PHC; (c) the Client becomes insolvent or bankrupt, 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, administrator (provisional or otherwise) or similar person is appointed in respect of the Client or any asset of the Client.	26.4 The Client warrants that all designs, specifications or instructions given to PHC will not cause PHC to infringe any patent, registered design or trademark in the execution of the Client's order and the Client agrees to indemnify PHC against any action taken by a third party against PHC in respect of any such infringement. The Client agrees that PHC may (at no cost) use for the purposes of marketing or promotional purposes, any documents, designs, drawings, plans or products which PHC has created for the Client.
16.6	16.6 The Client shall unconditionally ratify any actions taken by PHC under clauses 16.1 to 16.5.	22.10 Without prejudice to PHC's other remedies at law PHC shall be entitled to cancel all or any part of any order of the Client which remains unfulfilled and all amounts owing to PHC shall, whether or not due for payment, become immediately payable if: (a) any money payable by the Client becomes overdue; or in PHC'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 PHC; (c) the Client becomes insolvent or bankrupt, 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, administrator (provisional or otherwise) or similar person is appointed in respect of the Client or any asset of the Client.	26.5 The Client warrants that all designs, specifications or instructions given to PHC will not cause PHC to infringe any patent, registered design or trademark in the execution of the Client's order and the Client agrees to indemnify PHC against any action taken by a third party against PHC in respect of any such infringement. The Client agrees that PHC may (at no cost) use for the purposes of marketing or promotional purposes, any documents, designs, drawings, plans or products which PHC has created for the Client.
17.	17.1 Security and Charge In consideration of PHC agreeing to supply the Works, the Client charges all of its rights, title and interest, whether or not registered, in any and all assets capable of being charged, owned by the Client either now or in the future, 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).	22.11 Without prejudice to PHC's other remedies at law PHC shall be entitled to cancel all or any part of any order of the Client which remains unfulfilled and all amounts owing to PHC shall, whether or not due for payment, become immediately payable if: (a) any money payable by the Client becomes overdue; or in PHC'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 PHC; (c) the Client becomes insolvent or bankrupt, 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, administrator (provisional or otherwise) or similar person is appointed in respect of the Client or any asset of the Client.	26.6 The Client warrants that all designs, specifications or instructions given to PHC will not cause PHC to infringe any patent, registered design or trademark in the execution of the Client's order and the Client agrees to indemnify PHC against any action taken by a third party against PHC in respect of any such infringement. The Client agrees that PHC may (at no cost) use for the purposes of marketing or promotional purposes, any documents, designs, drawings, plans or products which PHC has created for the Client.

Please note that a larger print version of these terms and conditions is available from PHC on request.