

ST JOHN
EQUIPMENT RENTAL – STANDARD TERMS

Last updated: [25 March 2024]

1 Application

- 1.1 These terms and conditions ('**Terms**') apply to the supply of St John Equipment by the Priory in New Zealand of the Most Venerable Order of St John of Jerusalem, a charitable trust registered under the Charitable Trusts Act 1957 (registration no. 844630) having its registered office at 2 Harrison Road, Mount Wellington, Auckland ('**St John**') to the person named in the Commercial Terms as the customer ('**Customer**').
- 1.2 These Terms apply to the exclusion of any inconsistent terms proposed by the Customer or which the Customer purports to apply to the supply of the St John Equipment.
- 1.3 St John may amend these Terms from time to time by posting amended terms to its website at www.stjohn.org.nz/aedrental
- 1.4 To the extent that there is any inconsistency between the Commercial Terms and these Terms, the Commercial Terms will prevail to the extent of the inconsistency.

2 Definitions

- 2.1 In these Terms, unless the context otherwise requires:

'Business Day' means a day (other than a Saturday or Sunday) on which registered banks are open for business in Auckland, New Zealand.

'Commercial Terms' means the terms described as the 'commercial terms', provided by St John to the Customer in connection with these Terms.

'Equipment Guidelines' means any operational guidelines, manuals, or other information provided by St John to the

Customer from time to time in connection with the use of St John Equipment.

'Payment Date' means

- a the date specified in the Commercial Terms as the Payment Date;
- b if no date is specified, the 20th of the month following the date the invoice was issued.

'Rental Fee' means the fee specified as being payable by the Customer for the rental of the St John Equipment, in the Commercial Terms.

'Rental Term' means the term described as the 'Rental Term' in the Commercial Terms.

'St John Equipment' means:

- a the equipment to be supplied by St John to the Customer, specified in the Commercial Terms; and
- b any other equipment, peripherals, parts, accessories, or items supplied by St John in connection with that equipment.

- 2.2 When interpreting these Terms, the following rules must be applied unless the context otherwise requires:

- a Clauses and other headings are for reference only and are not an aid in interpretation.
- b References to statutory provisions include references to all regulations, orders, rules, or notices made under that statute and references to a statute or regulation will be construed as references to those statutes or regulations as they may be amended or re-enacted or as their application is

modified by other provisions from time to time.

- c All periods of time include the day on which the period commences and also the day on which the period ends.
- d Words importing the plural include the singular and vice versa and words importing one gender include the other genders.
- e A reference to a 'person' includes a natural person, company, corporation, partnership, firm, joint venture, association of persons (whether corporate or unincorporated), trust, organisation, Government department, Minister of the Crown, state or agency of a state (in each case, whether or not having a separate legal personality).
- f The word 'includes' in any form is not a word of limitation.

3 Equipment

- 3.1 St John will supply the St John Equipment to the Customer, on the Rental Date, and for the Rental Term.
- 3.2 St John warrants to the Customer that St John Equipment is in reasonable working condition and, so far as St John is aware, if used in accordance with the Equipment Guidelines, will carry out the functions for which it is designed.
- 3.3 All ownership and title in and to the St John Equipment will remain with St John and nothing in these Terms or the Commercial Terms will be taken to transfer, assign, or dispose of that title.
- 3.4 Risk in the St John Equipment will pass to the Customer on the Rental Date, for the Rental Term.

4 Payment

- 4.1 St John will issue a valid tax invoice for the Rental Fee and the Customer must pay the amount specified in the invoice by the Payment Date.
- 4.2 If the Customer does not pay the Rental Fee in accordance with clause 4.1, St John may charge interest:
 - a at the default rate of 10% per annum;
 - b accruing daily;
 - c compounding monthly;
 - d on the entire amount outstanding, including any interest accruing under this clause;
 - e for the period from and including the date payment was due until the date of actual payment.
- 4.3 If the Customer disputes the amount of an invoice on the basis that the amount specified as being payable has been calculated incorrectly, the Customer:
 - a must pay the full amount of the invoice;
 - b may notify St John in writing that it disputes the invoice; and
 - c if the amount specified as being payable has not been calculated correctly and the Customer has overpaid St John, St John will refund the amount of the overpayment to the Customer's nominated bank account immediately.

5 Obligations

- 5.1 The Customer must:
 - a return the St John Equipment to St John on or before the expiry of the Rental Term;

- b comply with the Equipment Guidelines when using the St John Equipment;
- c promptly follow all reasonable instructions given, and requests for information, by St John in respect of use of St John Equipment or otherwise in connection with these Terms;
- d keep the St John Equipment free from encumbrances
- e not sell, lease, or grant a security interest in the St John Equipment to any third party;
- f not attempt, and ensure that no other person attempts, to change any battery, or repair, or otherwise modify the St John Equipment;
- g not remove, and ensure that no other person removes, any serial number or other identification number from the St John Equipment;
- h immediately notify St John if the St John Equipment is or appears to be damaged; and
- i provide access to the Customer's premises and any other premises where St John Equipment may be located at any time for the purposes of St John inspecting or retaking possession of the St John Equipment;
- j take all reasonable precautions to ensure the St John Equipment is not damaged or lost.

6 Liability and indemnity

- 6.1 Subject to the limitation contemplated by clause 6.2, the Customer agrees to indemnify St John on demand for loss or damage to the St John Equipment St John Equipment during the Rental Term.
- 6.2 The Customer's aggregate liability to St John for any loss or damage to the St John

Equipment during the Rental Term will not exceed \$4,000.

- 6.3 St John will not be liable to the Customer for any loss or damage the Customer may incur or suffer (whether direct or indirect), whether arising in contract, tort (including negligence), breach of statutory duty or otherwise, including:

- a any loss (whether direct or indirect, in each case) arising from:
 - i damage to the Customer's property;
 - ii failure of the St John Equipment to function; or
- b any indirect or consequential loss.

- 6.4 The aggregate liability of St John to the Customer due to, under and/or arising out of or in connection with these Terms will not exceed the Rental Fee actually paid by the Customer.

- 6.5 Nothing in these Terms will limit either party's liability to the other for:

- a fraud or fraudulent misrepresentation; or
- b any other matter for which it would be illegal to exclude or attempt to exclude a person's liability.

7 Termination

- 7.1 St John may terminate these Terms immediately by written notice to the Customer:

- a if the Customer has committed a material breach of these Terms and such breach is incapable of remedy;
- b if the Customer fails to remedy a breach which is capable of remedy after being given 10 Business Days' written notice from St John specifying

the breach and requiring it to be remedied;

- c if any amount due for payment to St John is not paid within 10 Business Days of the Payment Date;
- d if St John considers the Customer has failed to comply with any direction issued by St John in connection with St John Equipment or these Terms; or
- e if the Customer materially or persistently breaches the Equipment Guidelines.

7.2 Upon the termination of these Terms:

- a the Customer must immediately pay all Rental Fees (and any other amount payable under these Terms); and
- b the Customer must immediately return any St John Equipment to St John.

8 Notices

8.1 Any notice that St John is required to, or may, give to the Customer pursuant to these Terms will be deemed to be validly given if personally delivered, posted, or sent by email transmission to the Customer's contact details specified in the Commercial Terms, or notified to St John by the Customer.

8.2 If the Customer is required to, or may give notice to St John pursuant to these Terms, the Customer must send that notice:

By post, to: [Private Bag 14902, Panmure 1741, Auckland]

By email, to:
[Eventhealthservices@stjohn.org.nz]

8.3 Notices given by St John in accordance with clause 8.1 or by the Customer in accordance with clause 8.2, will be deemed to be received:

- a if sent by post, on the third Business Day following the date it was posted;
- b if sent by email, at the time of transmission by the sender, unless the sender was put on notice that the transmission was unsuccessful;

but if the time and day on which a notice would be deemed to have been received in accordance with the above is not between 9.00 am and 5.00 pm on a Business Day, then the notice will be deemed to be received on 9.00 am on the next Business Day.

9 General

9.1 The Customer may not assign any of its rights or benefits under these Terms or in respect of St John Equipment, unless St John has given its prior written consent.

9.2 These Terms constitute the entire agreement between St John and the Customer in relation to the subject matter of these Terms.

9.3 No amendment to these Terms will be effective unless it is in writing and signed by both parties.

9.4 Nothing in this agreement or arising out of the relationship established under these Terms:

- a will constitute either party as the other party's agent or grant either party any authority to make any commitments on the other party's behalf; or
- b will create any trust, joint venture or commercial partnership between the parties.

9.5 If either party waives any of its rights under these Terms or waives any breach by the other party of these Terms, that party will not be taken to have waived any other rights or any other breaches.

- 9.6 No delay by either party in enforcing its rights under these Terms will stop that party from enforcing those rights.
- 9.7 If any provision of these Terms is judged illegal or unenforceable for any reason, that provision (or the appropriate part of that provision) will be deemed to have been deleted and the remaining provisions will continue in full force and effect.
- 9.8 Nothing in these Terms is intended to create an obligation or right enforceable by a person other than the parties for the purposes of Part 2 of the Contract and Commercial Law Act 2017.
- 9.9 The rights of each party under these Terms are cumulative and are not exclusive of any other rights and remedies available to that party.
- 9.10 These Terms and any dispute arising out of or in connection with these Terms or the Services will be governed by the law of New Zealand and the New Zealand courts will have the non-exclusive parties submit to the non-exclusive jurisdiction of the New Zealand courts.