

2018 Agreement to test drive SsangYong Actyon Sport Ute

Venue: Pukekohe

Date: 7th October 2018



Provider	SsangYong New Zealand
Customer	<p>Full Name of Driver</p> <p>Tel No Fax No Mobile No Email</p> <p>Name of parent/Guardian who is executing this agreement</p> <p>Tel No Fax No Mobile No Email</p> <p>Address</p> <p>GST Registered? If YES, GST No.</p>
Location	
	Parent or guardian must sign the agreement on behalf of any driver under 18 years of age at the date of the test.

Hereinafter referred to jointly as the '**Parties**'.

WHEREAS

The Customer agrees to hire from SsangYong NZ the items as indicated below for participation in the nominated SsangYong Women in Motorsport Scholarship day:

Item	Price Per Test (plus GST)
SsangYong Actyon Sport Ute (Race ready)	\$295.00
Signing and deposit due prior to testing	

All prices \$NZ, please make payment to 'Brand Spanking Used'

BNZ 02-0428-0126245-000

Reference: Your Name

The terms of this agreement are as follows:

1. This agreement becomes binding once signed by both Parties at which point the payment is non- refundable.
2. All payments must be made prior to the commencement of testing.
3. The hire term is timed from entrance onto the track until the end of the period stated above unless agreed otherwise between the Parties.
4. The hire term is valid only at the agreed location. In circumstances where the Customer is unable to complete the full term of hire, an alternative testing opportunity may be granted at the sole discretion of SsangYong NZ.
5. During the period of the hire any damage to the car and or associated spares that is not deemed fair wear and tear will be repaired at the cost of the Customer.
6. The Customer, in entering into this agreement or by entering or being associated with the SsangYong Racing Series Championship or in relation to the use of the "SsangYong Actyon Sport" utes and related components, accepts the following conditions:
 - (a) to the greatest extent permissible by law, SsangYong NZ and their employees, partners or suppliers will have no liability for or in respect of any loss, damage, cost, expense, claim or demand (including, but not limited to, any liability for personal injury to or death of any person, injury or damage to any tangible or intangible property or financial or pecuniary loss) suffered by the Customer or any third party (including any person connected to or acting on behalf of the Customer in any manner whatsoever) under or in connection with this agreement or in connection with the arrangement, promotion or conduct of the SsangYong Actyon Sport Championship, the use of the 'SsangYong Actyon Sport' utes and related components or any activity whatsoever directly or indirectly connected therewith or with the attendance or spectators or persons, whether such loss, damage, cost, expense, claim or demand arises as a result of negligence, breach of contract, breach of duty on the part of any person or otherwise and the Customer covenants not to sue SsangYong NZ and their employees, partners or suppliers in respect of any such liability and indemnifies SsangYong NZ and their employees, partners or suppliers against any such liability; and
 - (b) to the extent that such liability is not excluded under this agreement, any liability of SsangYong NZ and their employees, partners or suppliers will not exceed the value of the hire of the "SsangYong Actyon Sport" Ute or related component in relation to which liability has arisen.
7. The Customer and the Provider agree that:
 - (a) the goods to which this agreement relates are supplied and acquired in trade; and
 - (b) they are in trade and the parties contract out of sections 9, 12A and 13 of the Fair Trading Act 1986.

The parties have executed this agreement on the _____ day of _____ OCTOBER 2018.

Amanda West

For enquiries please contact:

Amanda West;

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