

North Harbour Hire

Privacy Policy

1. Use of this Website

1.1 North Harbour Hire Limited (NHH),(We or North Harbour Hire,NHH) is committed to protecting and respecting your privacy.

1.2 Your access to and use of this Website (www.nnhire.co.nz) and its contents (Website) is subject to the terms and conditions of this Privacy Policy (Privacy Policy), NHH's Terms of Trade posted on this Website (Terms of Trade), any documents referred to in the Terms of Trade or otherwise on this Website and all applicable laws.

1.3 By accessing and using this Website, you (User or you) accept and agree without limitation or qualification, to the terms and conditions contained in this Privacy Policy, the Terms of Trade, any other relevant documents referred to in the Terms of Trade or otherwise on this Website and all applicable laws. For the avoidance of doubt, 'using this Website' includes access to, browsing of, reviewing, posting of, transmitting, downloading, and any other means of using the Website or any material on the Website.

2. Collection of your personal information

2.1 We may collect, process and hold personal information about you or others (i.e. information which may identify you in some way, such as your name, address or contact details) through this Website.

2.2 This personal information may be collected from you when you register or operate our Website, purchase or enquiry about goods on the Website, make any request for further information or subscribe for other services.

2.3 Providing personal information about yourself or others is voluntary, however we may not be able to provide you with access to some or all of the pages on this Website or our other products and services (including the processing of orders) if you choose not to provide us with the requested personal information.

2.4 Occasionally, we may ask you for personal information about other people (for example, your family or other authorised representatives). If you give us this information, you will need to have obtained consent from the relevant people to pass their personal information onto us and to make them aware of this Privacy Policy.

3. Use of your personal information

3.1 We may use your personal information as follows:

3.1.1 To provide you with NHH's goods as ordered from the Website

3.1.2 To provide you with information on NHH or its products or services which we feel may interest you.

3.1.3 To respond to your questions and requests, to provide you with access to certain areas and features and to communicate with you about your activities on this Website.

3.1.4 To ensure that content from the Website is presented in the most effective manner for you and your computer.

3.1.5 To carry out our obligations arising from any contracts entered into between you and us.

3.1.6 To share it with our Related Parties as required to perform functions on our behalf in connection with the Website (such as delivery of merchandise, administration of the Website or promotions or other features on it, marketing, data analysis or customer services). To do so, it may be necessary for us to transmit your personal information to outside the above Jurisdiction and you agree to this transfer.

4. Disclosure of personal information

4.1 We may disclose your personal information to any member of our group, including any related company of NHH, as that term is defined in section 2(3) of the Companies Act 1993.

4.2 We may disclose your personal information to third parties in the following circumstances:

4.2.1 In the event that we buy or sell any business or assets, we may disclose your personal information to the prospective seller or buyer of such business or assets.

4.2.2 If NHH or substantially all of its assets are acquired by a third party, in which case personal information held by it about its customers will be one of the transferred assets.

4.2.3 If we are under a duty to disclose or share your personal information in order to comply with any legal obligation, or in order to enforce or apply our Terms of Trade and other agreements, or to protect the rights, property or safety of NHH, our customers or others. This includes exchanging information with other companies and organisations for the purposes of fraud protection and credit risk reduction.

4.3 We may also use your personal information or permit selected third parties to use your personal information to provide you with information about goods and services which may be of interest to you and we or they may contact you about these goods or services.

4.4 If you do not wish to be contacted by us or selected third parties with information about goods and services which may be of interest to you, please select the relevant "opt out" mechanism on the Website when providing us with your personal information.

5. Storage and security of your personal information

5.1 NHH controls and operates the Website from its location at 646 East Coast Road Pinehill, Auckland, New Zealand (regardless of where hosting servers are located). You can contact us by telephone on 09 478 9480 or by email at info@nhhire.co.nz.

5.2 We use certain reasonable security measures to help protect information you send to this Website. However, we cannot guarantee the security of such information. To the fullest extent permitted by law, we disclaim all liability and responsibility for any Damages you may suffer due to any loss, unauthorized access, misuse or alteration of any information you submit to this Website.

6. Access to and correction of your personal information

6.1 If you wish to verify, correct, access or update any of your personal information collected through this Website, please contact us by using the contact information provided in clause 5.1 of this Privacy Policy.

7. Collection of Additional information

7.1 Occasionally, when you connect to our Website we may collect information about your computer, including where available your IP address, operating system and browser type, for system administration and to report aggregate information to our advertisers. This is statistical data about our users' browsing actions and patterns, and does not identify any individual.

7.2 For the same reason, we may obtain information about your general internet usage by using a cookie file which is stored on the hard drive of your computer. Cookies contain information that is transferred to your computer's hard drive. They help us to improve our Website and to deliver a better and more personalised service. They enable us to estimate our audience size and usage pattern, store information about your preferences and so allow us to customise our Website according to your individual needs, speed up your searches and recognise you when you return to our Website.

7.3 You may refuse to accept cookies by activating the setting on your browser which allows you to refuse the setting of cookies. However, if you select this setting you may be unable to access certain parts of our Website. Unless you have adjusted your browser setting so that it will refuse cookies, our system will issue cookies when you log onto our Website.

8. Other sites

8.1 This Website may, from time to time, contain links to and from the websites of our Related Parties, partner networks, advertisers and affiliates which we do not control, recommend or endorse and are not responsible for these websites or their content, products, services or privacy policies.

8.2 In addition, downloading material from any of these websites may risk infringing intellectual property rights or introducing viruses into your computer system.

9. Changes

9.1 Please note, we may change information on this Website and/or this Privacy Policy, at any time without notice. You should regularly review this Privacy Policy for any changes. Any changes will be effective immediately upon the posting of the revised Privacy Policy on this Website. By continuing to use the Website, you agree to any changes, and by providing continued access to the Website we are providing you consideration for agreement to such changes.

10.

Other

Jurisdiction

10.1

This Privacy Policy is governed by New Zealand laws and regulations and the parties submit to the exclusive jurisdiction of New Zealand courts.

Severability

10.2 If for any reason, any provision in this Privacy Policy is found void or unenforceable, it will be severed to the extent void or unenforceable and the remaining provisions will continue in full force and effect.

Definitions/Interpretation

10.3 As used herein:

Damages means any and all direct, special, indirect, consequential or punitive loss or other damages of any kind (whether in contract, including fundamental breach, tort, including negligence, or otherwise).

Related Parties means all of our parent, subsidiary and affiliated companies, Website Developers and other promotional partners.

Website Developer means any party involved in creating, producing, delivering or maintaining the Website.