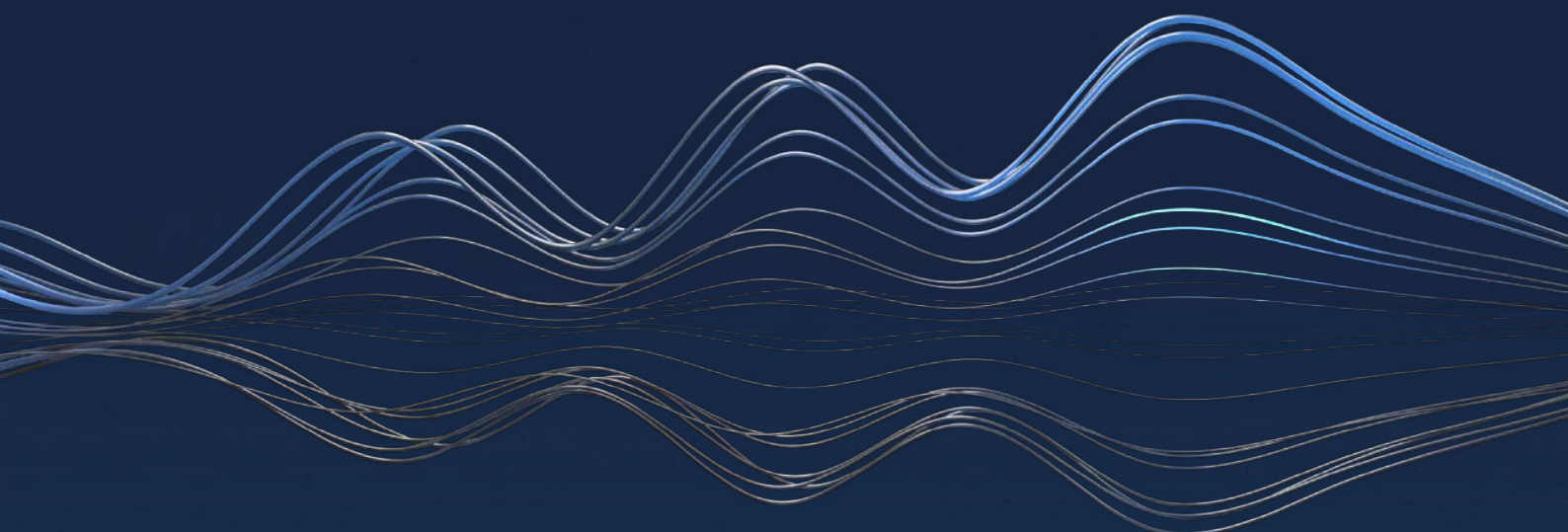


DLA PIPER - NEW ZEALAND START-UP PACK

Intellectual Property Sales & Marketing Checklist



Intellectual Property Sale & Marketing Checklist

This document provides an overview of some of the key initial considerations in relation to IP, data protection, advertising, consumer law and setting up a business, particularly for companies in the tech sector, based on the law as it stands in New Zealand as at February 2022. Note that the law of other countries will differ.

It is not possible to provide comprehensive advice on the matters that may apply in the particular circumstances of your business in this note. This checklist is also by no means exhaustive. If you have any queries or concerns in relation to IP, data protection, advertising or consumer law we recommend that you seek legal advice before taking any further action.

This information is intended as a general overview and discussion of the subjects dealt with. The information

provided here was accurate as of the day it was posted; however, the law may have changed since that date.

This information is not intended to be, and should not be used as, a substitute for taking legal advice in any specific situation. DLA Piper is not responsible for any actions taken or not taken on the basis of this information.



First Steps

Before beginning to invest time and money in building up your business under a particular trading name, brand name or logo, undertake clearance searches to check that your chosen name/logo does not conflict with pre-existing third party rights

It is not possible to provide comprehensive advice on the matters that may apply in the particular circumstances of your business in this note. This checklist is also by no means exhaustive. If you have any queries or concerns in relation to IP, data protection, advertising or consumer law we recommend that you seek legal advice before taking any further action.

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The most relevant third party rights are registered or 'unregistered' trade mark rights, although these are not the only rights that may apply to your new business.

Trade marks are things like names, slogans and logos that act as a badge of origin to indicate a connection between certain goods or services and the owner of the trade mark, this allows consumers to distinguish the source of the goods or services from another source. A registered trade mark protects an owner from third parties wanting to use the same mark or a similar mark in New Zealand in relation to the same or similar goods or services. A trade mark can be any sign that is capable of being represented graphically and could include words, logos, shapes or colours or any combination of these. While it is not essential to register a trade mark in order to protect it, a registered trade mark provides greater protection to a business and is often seen as desirable for potential investors or purchasers. Registered trade marks are protected for a period of ten years, and can be renewed indefinitely for further ten year periods.

You must make sure that your proposed name/logo is sufficiently different to pre-existing registered trade marks, for identical or similar goods and/or services,

and unregistered rights. The key consideration in this area is whether your name/logo could give rise to a likelihood of confusion with the earlier mark(s).

You must also make sure that your name/logo could not be said to be taking unfair advantage of, or prejudicing the distinctive character or reputation of a pre-existing well known trade mark (whether or not registered in New Zealand).

We advise you get official clearance searches undertaken and assessed by a qualified practitioner, rather than carrying these out yourself. DLA Piper offers registered trade mark search reports and unregistered or 'common law' trade mark search reports to help identify existing conflicting marks, and assess the likelihood of an application to register a trade mark being successful. However, to get an initial idea of potential conflicts you can undertake an online search on the [Intellectual Property Office of New Zealand \(IPONZ\) trade mark registry](#).

Keep in mind that a trade mark for your new business will not initially be capable of registration if it serves only to describe the goods and/or services you offer.

Trade marks must be capable of distinguishing your goods and/or services from other businesses. A good touchstone is to ask whether a competing business, without any improper purpose, would want to use the trade mark in the usual course of their business to describe the goods and/or services they offer.

At this stage it is also important to check whether there is a suitable domain name available that relates to your chosen business name. You can search for available New Zealand country code top level domain names using the [New Zealand Domain Name Commission's search tool](#).

Register your trading name, key brand or product names and any logos

Register your trading name, key brand or product names and any logos. As a general rule, all of your company's intellectual property (including domain

names) should be registered in the name of the company and not the name of the individual who made the application.

Consider registering your main trading name and key product and brand names or logos as trade marks in jurisdictions where you will be marketing your goods and/or services or have the most business activities and dealings. This is to help protect them from being appropriated by third parties. Merely having registered a company name provides little protection for that name.

You also need to decide what goods and/or services to register your mark in relation to – i.e. in what class(es) of goods and/or services you intend to use your trade mark.

We recommend you seek legal assistance in registering trade marks to make sure you get the right protection to suit your business.

Register domain names

Consider what names to register.

Consider registering potential variants of your main domain name, for example common typing error variants. As domain names are relatively cheap you can consider registering a number of these. Once registered by another person, it can be difficult to recover or gain the domain name from the third party.

A domain name is commonly registered through a domain name registrar (such as Domainz). There are a number of registrars offering New Zealand domain name registration and they can offer a variety of services at different prices. We cannot recommend any particular registrar, but you should consider a number of different providers to obtain the right service for you. A full list of authorised registrars can be located on the Domain Name Commission's website.

Ensure that your company is the owner of IP used by your business

As a general rule, except where you are using third parties' IP under licence, all IP that is being used by your company should be owned by your company.

Ensure that any individuals or contractors you hire will transfer their IP rights to the company in the work they are doing and materials related to it. This can be through appropriate terms and conditions being included in an employment contract, commissioning or consultancy agreement or a separate assignment.

Examples of an employment contract and a standalone IP assignment that contain contractual provisions to transfer IP are included in this start-up pack.

Where an individual or contractor owns or is using rights that cannot be assigned, make sure that your company is given a perpetual, irrevocable, worldwide licence to use these rights by the rights owner.

Ensure that your company is the registered proprietor of any of its registered IP

As a general rule, all of your company's IP should be registered/owned in its name, not the names of employees or directors. This includes domain names.

Do not disclose confidential information, new designs, ideas or inventions without appropriate protection in place

You may lose the chance to obtain any protection for your IP if you do not register IP before you disclose a design or invention to another person or business.

In New Zealand there is no requirement or ability to register confidential information or trade secrets. Rather, to be protected by the law of confidentiality, the information must be (i) confidential in nature, meaning it must have the 'necessary quality of confidence', and (ii) disclosed in circumstances importing an obligation of confidence.

As a rule, confidential information can no longer be protected once it is in the public domain.

You can avoid losing this protection by disclosing the design, idea, invention or other confidential information to another person under the protection of a non-disclosure agreement.

Make sure that it is clear that the non-disclosure agreement covers all of the information you are disclosing and that the terms of the non-disclosure agreement are appropriate. If the information is valuable, then we recommend seeking legal advice before disclosing the information and for preparation of the agreement.

Also consider what practical steps you can take to protect information (such as only showing a copy of the document to the other person, not providing a copy to them).

Protecting your business IP



Registering your business IP

There are a number of types of IP that can be registered, including trade marks, design rights and patents. Design rights can be used to protect game characters or graphical user interfaces (GUIs) as well as the appearance of real world products.

IP can be one of the most valuable assets of a company's business, as it can prevent competitors from offering similar goods or services to you, add value to your company by giving it assets that it can licence, and can be used to demonstrate your company's worth to potential investors.

It is worthwhile considering IP registrations from the early stages of any business, and developing an IP filing strategy, as many jurisdictions operate a 'first to file' registration system and you may lose the possibility of obtaining any protection if you do not register the IP before you disclose your design or invention to the public.

You should take steps to register IP in jurisdictions that are relevant to your business. Which rights are important will vary depending on the nature of the business in question. However, registration is crucial to protect, effectively use and exploit IP.

Don't forget patents

Patents protect novel ideas embodied in technologies, products and processes. Generally, an inventor can register a patent for their idea provided the invention

is 'a manner of manufacture' (ie it is a 'useful art' as opposed to a 'fine art', traditionally this requires inventions to relate to the production, restoration, improvement or preservation of a product but this is now more broadly interpreted), novel, useful and involves 'an inventive step'. Patents reward inventors for innovative technologies, products and processes and grant the owner an exclusive right to exploit the invention in New Zealand. Inventions which are contrary to public order or morality are not patentable in New Zealand for example, a process for cloning human beings. The term of a patent is 20 years and it cannot be renewed.

There is a common misconception that patents cannot be obtained in New Zealand in relation to software. This is because a computer programme 'as such' is not patentable. However, protection can be obtained for a computer-implemented invention.

Therefore, whilst it is fair to say it is not as easy to get patents for software as it may be, for example, in the US, it is still possible to obtain a patent where, broadly, the invention has a 'technical effect' and the other usual requirements for patentability are met. It would be advisable to seek advice on patentability to ensure you are not missing out, as a patent can be a valuable asset to your business.

For more guidance on patent protection for computer programmes, please see the IPONZ guidance found [here](#) and/or speak to a patent lawyer or attorney.

Protecting your unregistered business IP

Certain IP rights in New Zealand can arise automatically, such as copyright and unregistered design rights.

Where you have designed, created or invented something, it is important to ensure that you have documentary or other evidence of precisely what you have designed, created and invented and when. These documents should be retained. Sufficient detail of the creation or design process should be kept to support your claim to own the right and to establish the extent of the right you own. Documents should be dated and identify who contributed to the work.

Use trade mark notices, and use them correctly

Whilst it is not necessary to use a trade mark notice to obtain protection, it can be helpful both to deter third parties from using the mark and to help build up its distinctiveness as an indicator of the trade origin of your goods or services.

Where you have a registered trade mark you can use the ® symbol to show that the mark is registered. Note, however, that it is an offence to use this symbol where a mark is not registered.

Where you are using a brand name that is unregistered you can use the symbol ™.

If you have registered trade mark, you can also include a trade mark notice on your goods, website or marketing materials stating that '[your mark] is a registered trade mark of [your company name]' or a longer notice, such as:

'The corporate names of [your company name] and the brand names of our products and services are protected trade names and/or registered trade marks. [A non-exhaustive list of our registered trade marks can be found here. If for any reason, any particular trade name or trade mark does not appear on this list, no waiver of our intellectual property rights is intended.] All rights reserved. We take breaches of our intellectual property rights seriously and will take appropriate legal action in respect of any infringements.'

Where you have licensed the use of your trade mark(s) to another person or entity, then it may be helpful, for the reasons given above, to ensure that that person or entity also utilises trade mark notices/statements and uses these correctly.

Use copyright notices

Copyright is a property right that automatically exists in original works such as literary, dramatic, musical or artistic works; sound recordings; films; communication works; or typographical arrangements of published editions. It grants the author or director of a work the exclusive right to copy and use the work in certain ways (including making adaptations of the work and communicating the work to the public) in New Zealand. Copyright rewards an author or director's skill, effort and judgment used to create a work and protects the expression of an idea, but not the idea itself. Consequently, a work generally needs to be recorded in some way (written, printed, recorded on film etc) in order to be protected by copyright.

Unlike trade marks and patents, copyright is not registrable in New Zealand but it can be licensed or assigned to third parties. The duration of copyright is dependent on the type of work but in most cases lasts for the life of the author plus 50 years (although this is expected to increase to 70 years).

As copyright is an unregistered right, it can be particularly useful to include a copyright notice on your goods, website and marketing materials to put third parties on notice of your rights.

For individual works you can use the © symbol as follows: '© [your company name] [year work created]'

The appropriate form of a longer notice is dependent on the nature of the rights and the medium concerned. As an example you could include the following on a website:

'This website and the material which appears on it (for example all text, photographs, logos, graphics etc.) are protected by copyright, belonging either to [your company name], or used under licence by us. Although you may view the material for your own non-commercial use, no other use should be made of it without formal permission from us. All rights reserved.'

'We take breaches of our intellectual property rights seriously and will take appropriate legal action in respect of any infringements.'

Avoid Infringing Third Party Rights

Ensure that your company has the necessary IP licences for its activities

Where your company uses IP rights which it does not own, you should also make sure that your company has necessary licences in place.

It is important to keep a record of licences that you have, and to check that you are within the terms of those licences. For example, a licence may be limited in terms of the number of users, geographical scope or what use you can make of the licensed IP.

The geographical dimension

Bear in mind that you could be carrying out potentially infringing activities in a country even if you are not based there. For example, where you have a website and make sales through that website to a particular jurisdiction, even though your website is not primarily targeted at that jurisdiction.

Hyperlinking

It is important that you do not link to or embed content that you know or suspect infringes copyright. Only link to or embed content that you are very confident is on

the relevant site with the authorisation of the copyright owner. Ensure you promptly take down links to content when you are notified that this infringes copyright.

In any event, as a reputational matter you should take care that sites you link to are reputable.

Open source

The New Zealand government, in recent years, has promoted the use of public sharing and licensing of Open Source Software (OSS). There are some risks involved in using OSS, but the New Zealand Government Open Access and Licensing Framework (NZGOAL) has issued clarified [guidance](#).

The default position still remains that suppliers should own the copyright in newly developed software code. In certain limited situations the default can be overridden, for example where the agency intends to allow free use of the software on OSS terms.

There still remain a number of 'open source myths', such as 'you can't use OSS in the proprietary environment'. OSS can be used in the proprietary environment, but to do so, careful consideration needs to be given to the risks so as to ensure that no unintended consequences



are created through the combination of various aspects of free and open source software (FOSS) and proprietary code through the inheritance of FOSS licence restrictions.

Irrespective of the use of open source, the risk remains that use of unlicensed software could infringe someone else's rights. The risk is amplified where proprietary and OSS are combined. If licensed correctly, open and propriety code can sit alongside each other. However, the licensing approaches for OSS vary, meaning that in some cases unintended consequences can arise from modifications made to OSS, and from the combination of open source and proprietary code. For example, some OSS licensing terms require that where a derivative work is being distributed, the source code for that derivative work must also be distributed.

If OSS is incorporated into your business software, be mindful of what effect the particular OSS licence(s) have on the subsequent use or licensing of amendments, improvements and adaptations of the software (or combinations of open source and other software) and take legal advice on this. We also recommend commissioning a specialist scan to review your software and identify any conflicting or problematic licence terms applicable to your software code.

Failure to do so could act as a brake on the ability to sell potentially contaminated products because buyers feel they risk contamination themselves. This is a real risk and can affect the value of a deal. In addition, there is the

risk of enforcement action by groups such as the Free Software Foundation.

User generated content

If your business involves user generated content (UGC), bear in mind you may be considered liable for defamatory statements, IP infringement, breach of privacy or otherwise unlawful content.

It is important to consider whether the UGC is an 'objectionable publication' under the Films, Videos, Publications Act 1993. Inspectors of Publication may issue take-down notices to an online content host if the online publication has been classified objectionable. Whether the take-down regime applies to your company will depend on the capacity in which you are an 'online content host'.

We recommend you seek legal advice on what steps you need to take to minimise your liability for UGC.

Some examples include comprehensive terms and conditions, which prohibit infringing/ unlawful content, disclaim liability and allow you to take particular content down, and implement such notice and take down procedures. In addition, make sure you have the necessary rights to make use of that content, including use that you can envisage or may wish to make in future.

An example of some website terms and conditions can be found in the Start-up Pack.



Other matters



Website terms and conditions, Data protection and other matters

There are numerous other matters which may be relevant to your business and which we mention here for awareness. It is not possible to give comprehensive guidance on all considerations and legal risks within the confines of this checklist. We would therefore recommend that you seek legal advice, especially in relation to standard terms and conditions and other contracts that you use in the context of your business.

Website terms and conditions and the provision of information

Your website should have appropriate terms and conditions and a privacy policy that are easily accessible for visitors to the site. The website must also include certain corporate information about the company. Any website terms and conditions should be drafted in accordance with obligations imposed by the Consumer Guarantees Act 1993 (**CGA**) and the Fair Trading Act 1986 (**FTA**). These regimes place obligations on sellers including a requirement for goods and/ or services to be of an acceptable quality and that these comply with the description given. They also require goods to be delivered within a reasonable time (unless the parties agree otherwise) and entitle customers to cancel contracts, in certain circumstances, within a certain time-period and receive a refund. Sellers cannot 'contract out' of these obligations to consumers and must therefore ensure that their website terms and conditions do not misrepresent consumers' rights. For certain terms you may need to ensure that they are

sufficiently brought to the user's attention, for example by requiring them to click on a 'I agree' button or using a tick box, before allowing them to proceed. **An example of some website terms and conditions can be found in the Start-up Pack** however, these are generic terms and may need to be adapted for your business. We recommend taking legal advice if you are not certain whether or not these generic terms are suitable and before changing the content of the attached example.

Data Protection

If your business collects personal information (ie. any information about an identifiable individual) you will need to take reasonable steps to ensure that individuals are aware of certain details relating to the collection, including the purposes for which the information will be used. It is important to ensure that the correct policies and procedures are in place to future proof data protection compliance and ensure that all processing of data is compliant.

If your business operates a website which collects personal data you will need to put in place appropriate data protection notices, including a privacy policy which summarises to website users how personal data is used and why.

An example of a Privacy Policy can be found in the Start-up Pack however, this is a generic policy and may need to be adapted to your business. We recommend taking legal advice if you are not certain whether or not these generic terms are suitable and before changing the content of the attached example.

It is also important to consider management of employee personal data and customer personal data. It is important to put in place an internal corporate privacy policy detailing how the business will manage, process and handle personal data, and set the foundations for how personal data should be used.

Under the Privacy Act 2020 transfers of personal data to a foreign person or entity are allowed if the relevant individual authorises the disclosure after being informed by you that the foreign person or entity may not be required to protect the information in a way that provides comparable safeguards to those in the Privacy Act; or you reasonably believe that the recipient is required to protect the information in a manner that provides comparable safeguards to those in the Privacy Act (for example, due to applicable law or contractual obligations).

Advertising

If your business involves advertising or you are making advertising statements (for example on your website), or if you are organising sales promotions, you should be careful that statements and advertising or marketing meet requirements of the [Advertising Standards Code](#), where relevant. This is a detailed code and is enforced by the Advertising Standards Authority (ASA). You also need to consider compliance with the FTA and any potential breaches of third party IP. Additionally, if your business is sending any commercial electronic messages (such as marketing emails or SMS) then, under the Unsolicited Electronic Messages Act 2007, your business will be required to obtain consent from recipients prior to sending.

In relation to advertising in other jurisdictions, there are a number of regimes to consider, with particular nuances in different jurisdictions. General principles applying to most jurisdictions are:

- advertising should not mislead (or be likely to mislead) consumers, make unfair comparisons, or make claims that cannot be substantiated;
- stricter rules tend to apply to advertising to minors;
- there are often restrictions on 'obscene' or potentially offensive advertising, although the detail of how these restrictions apply in practice will vary significantly between jurisdictions;

sector-specific rules apply, particularly in relation to financial services, and products which may affect health such as tobacco, alcohol, foods and cosmetics.

Consumer protection law

There is an extensive body of consumer protection law in the New Zealand.

Key principles are set out below, however this is not an exhaustive list of legal risks and considerations.

The primary impacts of consumer protection law are that certain terms set out in a consumer contract may not be binding on consumers and certain terms are implied into contracts.

If you are providing goods or services to consumers you should be mindful of consumer protection legislation and ensure that your terms and conditions and your commercial practices are fair, reasonable and not misleading. In New Zealand, in addition to or as an alternative to civil liability, a seller may be held criminally liable for misleading sales practices.

In particular, the CGA provides that:

- certain terms are implied into a consumer contract relating to (i) the characteristics of the goods, and (ii) the services being performed with reasonable skill and care (as described in the 'implied terms and conditions' section below);
- The parties to a consumer contract cannot contract out of any of the provisions of the CGA (unless the parties are "in trade" and it is fair and reasonable to do so).

If the parties are "in trade" they may also contract out of certain provisions of the FTA.

Onerous terms will need to be brought to the attention of the consumer in a more obvious way, or they may not apply. If the price and the main subject matter of the contract are not transparent and prominent, they may also be assessed for fairness by the Commerce Commission. It is therefore important for the contract to be written in plain language and not to hide key terms in 'small print' and to draw the consumer's attention to any particularly onerous terms.

Use of 'unfair' terms in consumer contracts

The Unfair Contract Terms provisions are set out in the FTA. Under the FTA, unfair terms are prohibited in all standard form consumer contracts entered into after 17 March 2015 as well as contracts (excluding insurance contracts) that are, renewed or varied after that date. It is worth noting that in August 2022 the Unfair Contract Terms regime will extend to Business to Business (B2B) contracts worth NZD250,000 per year or less.

Where the Commerce Commission is concerned that a contractual term is unfair, it can seek a declaration from the Court that the term is unfair. An application for a declaration is restricted to only the Commerce Commission, however, any person who is a party to a standard form consumer contract can request the Commerce Commission to apply to the Court for a declaration.

A Court may declare a term to be unfair if it is satisfied that the term:

- would cause a significant imbalance in the parties' rights and obligations; and
- is not reasonably necessary in order to protect the legitimate business interests of the party advantaged by the term; and
- would cause detriment (whether financial or otherwise) to a party if it were applied, enforced or relied on.

In deciding whether a term is fair, the Court can take into account any matters which it thinks are relevant, however they must be considered in the context of the entire contract.

Section 46M of the FTA provides a non-exhaustive list of the types of terms that may be considered as 'unfair'.

Implied terms and conditions

In New Zealand contracts are to be treated as including a number of terms unless such terms are expressly excluded and in some cases these terms cannot be excluded.

For this reason careful consideration should be given before excluding certain implied conditions (although in practice, it is common for service providers in business-to-business contracts to exclude implied conditions and replace them with express terms). Implied conditions will only be effectively dis-applied if those implied conditions are expressly excluded and the implied condition is one which can be contracted out of. In addition, purporting to exclude implied conditions which cannot be contracted out of can be a breach of the prohibition on misleading and deceptive conduct under the FTA.

Key implied conditions (this is not an exhaustive list) include conditions that:

- the seller has a right to sell the goods;
- the goods conform with their description;
- the goods are of satisfactory quality;
- the goods are reasonably fit for purpose; and
- the services will be provided with reasonable skill and care.

Guarantees

While the above implied terms are imposed by the CGA, sellers may provide guarantees or warranties in addition to those implied guarantees in the CGA. Guarantees provided by the seller take effect as a contractual obligation, so a consumer may take legal action if the seller does not act in accordance with the terms of the guarantee. While these guarantees are not compulsory (unlike those imposed by the CGA), if they are given to a consumer then they should be written in plain, intelligible English and give all the necessary information to make a claim under the guarantee. They should also state that the consumer has statutory rights in relation to the goods being sold or supplied, and that those rights are not affected by the guarantee.

Service provider requirements

Providers who offer goods and services for sale to consumers on the Internet are under specific obligations under the FTA to disclose to its consumers its trader status. This is to inform consumers that they are covered under the FTA and CGA. Service providers are to disclose its trader status clearly and prominently in every place a consumer can make a purchase.



Credit Contracts, Consumer Credit Contracts and Consumer Leases

The Credit Contracts and Consumer Finance Act 2003 (CCCFA) is consumer protection legislation that aims to protect the interests of consumers in connection with credit contracts and certain other transactions. It places obligations on anyone who is, or becomes, a lessor under a consumer lease or a lender under a credit contract and imposes particularly onerous obligations on lenders in relation to consumer credit contracts. It is a complex area of law and regulation.

A 'consumer credit contract' is a contract provided to a person predominantly for personal, domestic or household purposes under which the consumer has to pay interest, a credit fee, or provide a security interest to a lender. Certain other criteria relating to the lender must also be met for the contract to be a 'consumer credit contract'.

A 'consumer lease' is a lease contract where someone is leasing goods for personal use and either has an option to purchase the leased goods, or the term of the lease is over 1 year.

The CCCFA imposes onerous obligations for 'consumer credit contracts' and 'consumer leases'. Lender's must comply with the CCCFA, the Credit Contracts and Consumer Finance Regulations 2004 and the updated Responding Lending Code (fully implemented on 1 February 2022) and lenders and lessors must, among other things, adhere to prescriptive disclosure requirements prescribed by the CCCFA.

The consequences for failing to comply with the CCCFA are serious and may include inability to enforce the contract, inability to recover the cost of borrowing for the period of non-compliance, pecuniary penalties, liability for statutory damages and, in some cases, personal liability for directors and senior managers.

Take legal advice if your business involves the provision of credit or the leasing of goods.

Personal Property Securities Act 1999

The Personal Property Securities Act (PPSA) governs the enforceability of 'security interests' in personal property.

A 'security interest' is an interest in personal property created or provided for by a transaction that in substance secures payment or performance of an obligation without regard to (i) the form of the transaction; and (ii) the identity of the person who has title to the collateral. In addition, there are certain deemed security interests. These are:

(i) an interest created or provided for by a transfer of an account receivable or chattel paper; (ii) a lease for a term of more than 1 year; and (iii) a commercial consignment (whether or not the transfer, lease, or consignment secures payment or performance of an obligation).

You should consider whether as part of your business you hold a 'security interest' in any personal property (or whether it would be desirable to hold a security interest).

By way of example:

- If your business involves the sale of goods on credit, you may wish to include a retention-of-title provision in your terms and conditions and to register a financing statement against your customers in respect of that security interest in order to protect your interest in those goods until they are paid for.
- A lease of equipment for a term of more than one year is a deemed security interest under the PPSA. A financing statement should be registered on the Personal Property Securities Register to protect the lessor's security interest in the relevant equipment.

If you supply or lease personal property to customers as part of your business, take legal advice to assess whether you hold or should hold any security interests in personal property and how to protect those interests.

Get in touch

**Please get in touch if you would like to discuss any of the information provided,
or how we can assist in meeting your business goals.**

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