

Terms of Engagement

1. Terms of Engagement

- 1.1 We reserve the right to vary these terms at any time and to advise you of the new terms as of the date they apply.
- 1.2 We will provide the services agreed, promptly, efficiently and with reasonable care and skill.
- 1.3 These terms apply to all work undertaken for you, unless otherwise agreed in writing. Your acceptance of these terms is assumed by you continuing to instruct us.

2. Our fees

- 2.1 We will agree on the basis for our charges / fee for providing our services to you prior to commencing work.
- 2.2 If unexpected issues arise and you require services in addition to what we have agreed, we will agree a new fee with you.
- 2.3 When acting for private companies we reserve the right to require personal guarantees from Directors and / or principal shareholders of the company.
- 2.4 In addition to our fee, you will be responsible for payment of Goods and Services Tax and any disbursements incurred by us on your behalf.

3. Payment

- 3.1 Payment is due on or before the 20th of the month following issue of our invoice.
- 3.2 It is not our usual practice to suspend work pending payment of an invoice however we reserve the right to do so.
- 3.3 If we at any time deem your credit to be unsatisfactory, we may require security for payment and may suspend work until the provision of sufficient security.
- 3.4 Receipt of a cheque, bill of exchange, or other negotiable instrument by you whether before or after judgement will not constitute payment and you remain liable for the full amount due until such cheque, bill of exchange, or negotiable instrument is paid in full.

4. Interest for Late Payment

- 4.1 Interest at our Bank's base rate plus 5% per annum calculated on a daily basis is payable on any moneys outstanding from the date payment was due until the date payment is received by us whether before or after judgement but without prejudice to our other rights in respect of non-payment or late payment.

5. Exclusion of Warranty & Liability

- 5.1 Except as expressly set out in this document, all representations, conditions and warranties (express or implied) applying between us and you, whether statutory or otherwise are excluded as far as the law allows.
- 5.2 The entire liability of us to you, or any other person, whether statutory, contractual, tortious or otherwise, is limited to the amount of our fees charged.

6. Default

- 6.1 If you default in the due payment of any moneys payable to us or if you commit any act of bankruptcy, enter into any composition or arrangement with your creditors or (in the case of a company) does any act which would render it liable to be wound up or have a receiver appointed over its property, we without prejudice to any other right we may have at law or in equity, may, at our option, suspend or terminate the services provided and work performed up to the date of such suspension or termination and any other moneys payable hereunder will immediately become due and payable by you.

7. Waiver

- 7.1 All our rights, powers, exemptions and remedies remain in full force notwithstanding any neglect, forbearance or delay in their enforcement.
- 7.2 We will not be deemed to have waived any condition unless such waiver is in writing under signature of us or an authorised officer and any such waiver, unless the contrary is expressly stated, applies to and operates only in a particular transaction, dealing or matter.

8. Law and Jurisdiction

The contract in all respects is deemed to be a contract made in New Zealand and is governed exclusively by New Zealand law.

9. Consumer Guarantees Act 1993

If we are supplying services to you for the purposes of a business the provisions of the Consumer Guarantees Act 1993 will not apply.

10. Electronic Information

We may communicate with (and take instructions from) you and others via email for the transmission of all correspondence, documents and advices where appropriate unless we are specifically requested by you not to do so. Because email is not secure and may be read, copied, interfered with or impaired in transit, you agree to assume the risks associated with such transmission and to release us from any claim you may have arising from transmission defects. Transmission defects include the non-receipt by you of any email communication. When you correspond with us by email then your email to us is deemed to be received only once receipt is personally acknowledged by us to you and not by any automated reply you may receive.

11. Ownership of Work

- 11.1 In relation to the work that we do for you, you will acquire ownership of the product of that work in its tangible form including any correspondence, memoranda, reports and any other documents prepared for your use. You will be entitled to receive any such papers provided that we have received payment of all sums due to us.
- 11.2 For regulatory purposes, we shall be entitled to retain copies of all such work for our own purposes. If we have retained copies of the same in whatever form, we shall at any time be entitled to destroy such product.
- 11.3 We shall retain ownership of our working papers and the copyright and all other intellectual property rights in the work that we do for you which will remain our sole property. For the purpose of advising you or other clients and subject to our duties of confidentiality to you, we shall be entitled to use, analyse, share and develop the knowledge, experience or skills of general application gained through working for you.

12. Complaints

- 12.1 If you are dissatisfied with our work please contact Julie Mains on 027 277 1021 or julie@jules.co.nz or admin@jules.co.nz

13. Rights of Third Parties:

- 13.1 Our work is carried out for your sole benefit and with regard to your particular circumstances and interests only. Our work must not be relied upon by any third party unless this has been discussed with us in advance and we have agreed to that in writing. If a third party does rely on such work without our prior written consent, we shall not be liable for any loss, cost or expense to you or the third party as a result of that reliance.

14. Third Party Information

- 14.1 In providing services to you we may rely on information obtained from third parties. We cannot guarantee the accuracy or completeness of this information, nor accept liability for any damage or loss caused by errors or omissions in information obtained from third parties.

I/we acknowledge that I/we have read these Terms of Engagement and agree to be bound by them in respect of all services supplied by Jules Business Services.

Company Name: _____

Company Director/s: _____

Signed: _____
