

SHORT FORM CONDITIONS OF ENGAGEMENT (COMMERCIAL)

1. The Consultant shall perform the services as described in the attached document. The Client and the Consultant agree that the services are acquired for the purposes of a business and that the provisions of the Consumer Guarantees Act 1993 are excluded in relation to the services.
2. In providing the Services the Consultant shall exercise the degree of skill, care and diligence normally expected of a competent professional.
3. The Client shall provide to the Consultant, free of cost, as soon as practical following any request for information, all information in its power to obtain which may pertain to the Services. The Consultant shall not without the Clients prior consent, use the information provided by the Client for purposes unrelated to the services. In providing the information to the Consultant, the Client shall ensure approval and compliance with the Copyright Act 1994 and shall identify any proprietary rights that any other person may have in any information provided.
4. The Client shall pay the Consultant for the services the amount of fees and rechargeable expenses at the times and in the manner set out in the attached document. Where this agreement has been entered into by an Agent (or a person purporting to act as an agent) on behalf of the Client, the Agent and the Client shall be jointly and severally liable for payment of all accounts due to the Consultant under this agreement.
5. All amounts payable by the Client shall be paid on the 20th of the following month of receipt of the relevant invoice being mailed to the Client.
6. Where services are carried out on a time charge basis, the Consultant may purchase such incidental goods and /or services as are reasonably required for the Consultant to perform the services. The Client is responsible for all costs of obtaining such incidental goods/ and or services. The Consultant shall maintain records which clearly identify time and expenses incurred.
7. The liability of the Consultant to the Client in respect of his or her services for the project shall be limited to NZ\$50,000. The Consultant acknowledges that the Consultant currently holds a policy of Professional Indemnity Insurance for NZ\$ 1,000,000. The Consultant undertakes to take all reasonable endeavours to maintain a similar policy of insurance for six years after completion of the services.
8. Neither the Consultant or the Consultants appointed Agent shall be considered liable for any loss or damage resulting from any occurrence unless a claim is formally made on him or her within six years from completion of services.
9. The Consultant will only be liable to the Client, either by contract or in tort, for direct loss or damage suffered by the Client as a result of a breach by the Consultant of his or her obligations under this agreement.
10. The Client may require variations to the services in writing or may request the Consultant to submit proposals for variation of services.
11. The Consultant shall retain copyright of all intellectual property, systems, process or data prepared by the Consultant during the course of services. The Client shall be entitled to use them or copy them for the works and the purpose for which they are intended.
12. The Consultant has not and will not during the term of this agreement or any time after it, assume any obligations as the Clients Agent or otherwise which may be imposed upon the Consultant pursuant to the Health and Safety in Employment Act 1992 ("The Act") arising out of the engagement. The Consultant and the Client agree that for the purpose of the Act, the Consultant will not be the person who controls the place of work in terms of the Act.
13. The Consultant may suspend all or any part of the services or terminate the agreement by notice to the Client who shall immediately make arrangements to stop services and minimise further expenditure. Suspension or termination shall not prejudice or affect the accrued rights or claims and liabilities of the parties.
14. Disputes shall be referred to conciliation for settlement. Unresolved disputes shall be referred to arbitration in accordance with the Arbitration Act 1996.
15. This Agreement is governed by the New Zealand law, the New Zealand Courts have jurisdiction in respect of this agreement and all amounts are in New Zealand Dollars.