



## TERMS OF ENGAGEMENT

- 1. Services:** The Consultant shall provide services to the Client as set out in the engagement letter provided by the Consultant (**Services**). These terms, together with the letter of engagement, comprise the contract for the provision of the Services (**Contract**).
- 2. Standard of Service:** In performing the Services, the Consultant shall exercise the degree of skill, care and diligence normally expected of a competent professional.
- 3. Information:** The Client shall use their reasonable endeavours to provide the Consultant with all relevant information relating to the Services. The Consultant shall not, without the prior written consent of the Client, use information provided by the Client for purposes unrelated to the Services.
- 4. Variations:** The Client may order variations to the Services in writing or may request that the Consultant submit proposals for variations to the Services. No work pursuant to a variation will commence until it is agreed in writing by both parties.
- 5. Fees and Expenses:** The fees and expenses charged by the Consultant and the manner in which they will be arrived at, are set out in the engagement letter.
- 6. Payment:** Unless specified to the contrary in the engagement letter, all amounts due to be paid by the Client shall be paid on the 20<sup>th</sup> of the month following the month of issue of the relevant invoice. The Consultant may require interest to be paid on any amount which is more than 7 days overdue. Interest will be calculated at 15% per annum.
- 7. Liability:** The Consultant shall have no liability whatsoever for checking or verifying any of the content or ownership of anything supplied to them by the Client. The Client shall have sole responsibility for ensuring that any information they supply to the Consultant can be used by the Consultant without infringing any third parties' intellectual property rights. The Client shall indemnify the Consultant for any loss or cost suffered by the Consultant as a result of the supply by the Client of information that was incorrect or which breached the intellectual property rights of a third party.
- 8. Authorisation:** The Client agrees to provide written authorisation to the Consultant ahead of the final proof of any material being printed or published by the Consultant. Such authorisation shall be provided in the form reasonably requested by the Consultant and within a reasonable period of time from the request being made by the Consultant.
- 9. Intellectual Property:** The ownership of data, content and intellectual property (including copyright) in all presentations, reports and other documents prepared by the Consultant solely in connection with the provision of the Services and paid for by the Client shall, after payment by the Client, lie with the Client. All other intellectual property used by the Consultant in the provision of the Services shall remain owned at all times by the Consultant.
- 10. Termination:** The Consultant may terminate (in its sole discretion) this Contract by giving 10 working days' prior written notice to the Client. Either party may immediately terminate the provision of Services by way of written notice if the other party commits a material breach of these terms. Termination shall not affect or prejudice the accrued rights and claims of either party.
- 11. Confidentiality:** The Consultant will hold in confidence all information concerning the Client and its affairs that the Consultant receives during or in any way connected with the provision of the Services. The Consultant will not disclose any of this information to any other person except to the extent necessary or desirable to enable the Consultant to provide the Services.
- 12. Dispute Resolution:** The parties shall attempt to settle any dispute which arises between them by way of good faith discussion. If an agreement cannot be reached within 5 working days of a dispute being notified to the other party, then the parties may by agreement refer the dispute to mediation failing which either party may refer the matter to other forms of dispute resolution.
- 13. Assignment:** Neither party may assign this Contract without the other party's prior written approval.
- 14. General:**
  - a.** These terms are governed by New Zealand law.
  - b.** This Contract evidences the entire agreement between the Consultant and Client in connection with the Services and supersedes and extinguishes all prior agreements between the Client and Consultant relating to such matters.
  - c.** All notices to a party must be delivered by hand or sent by post, courier, fax or email to that party's address for notice as set out in the letter of engagement.