



SHORT FORM TERMS AND CONDITIONS OF ENGAGEMENT

1. The Consultant (Quadrant Limited Partnership) shall perform the Services as described in the attached documents.
2. The Client and the Consultant agree that where all or any of, the Services are acquired for the purposes of a business the provisions of the Consumer Guarantees Act 1993 are excluded in relation to those Services. However, nothing in this Agreement shall restrict, negate, modify or limit any of the Client's rights under the Consumer Guarantees Act 1993 where the Services acquired are of a kind ordinarily acquired for personal, domestic or household use or consumption and the Client is not acquiring the Services for the purpose of a business.
3. In providing the Services, The Consultant will use the degree of skill, care and diligence reasonably expected of a professional consultant providing services similar to the Services.
4. The Client shall provide to The Consultant, free of cost, as soon as practicable following any request for information, all information in the Client's power to obtain which may relate to the Services. The Consultant shall not, without the Client's prior consent, use information provided by the Client for purposes unrelated to the Services. In providing the information to The Consultant, the Client shall ensure compliance with the Copyright Act 1994 and shall identify any proprietary rights that any other person may have in any information provided.
5. As soon as either Party becomes aware of anything that will materially affect the scope or timing of the Services, the Party must notify the other Party in writing and where The Consultant considers a direction from the Client or any other circumstance is a variation, The Consultant shall notify the Client accordingly.
6. The Client may order variations to the Services in writing or may request The Consultant to submit proposals for variations to the Services.
7. The Client shall pay The Consultant for the Services the fees and expenses at the times and in the manner set out in the attached documents. Where this Agreement has been entered by an agent (or a person purporting to act as agent) on behalf of the Client, the agent and Client shall be jointly and severally liable for payment of all fees and expenses due to The Consultant under this Agreement.
8. All amounts payable by the Client shall be due on the 20th of the month following the month of issue of each GST Invoice or at such other timing as stated elsewhere in this Agreement. If the Client fails to make the payment that is due and payable, the Consultant may immediately suspend performance of the Services and withhold any work related to the Services from the Client.. The Consultant must promptly lift the suspension and release any withheld work after the Client has made the payment. Regardless of whether or not the Consultant suspends the performance of the Services in accordance with this clause, the Consultant may charge interest on overdue amounts from the date payment falls due to the date of payment at the rate of the Consultant's overdraft rate plus 2% and in addition the costs of any actions taken by the Consultant to recover the debt.
9. Where the nature of the Services is such that it is covered by the Construction Contracts Act 2002 (CCA) and The Consultant has issued a payment claim in accordance with the CCA, the provisions of the CCA shall apply. In all other cases, if the Client, acting reasonably, disputes an invoice, or part of an invoice, the Client must promptly give the reasons for withholding the disputed amount and pay any undisputed amount in accordance with clause 8.
10. 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 cost of obtaining such incidental goods and/or Services shall be payable by the Client. The Consultant shall maintain records which clearly identify time and expenses incurred.

11. Where The Consultant breaches this Agreement, The Consultant is liable to the Client for reasonably foreseeable claims, damages, liabilities, losses or expenses caused directly by the breach. The Consultant shall not be liable to the Client under this Agreement for the Client's indirect, consequential or special loss, or loss of profit, however arising, whether under contract, in tort or otherwise.
12. The maximum aggregate amount payable, whether in contract, tort or otherwise, in relation to claims, damages, liabilities, losses or expenses, shall be the lesser of four times the fee (exclusive of GST and disbursements) actually paid for the particular part of the Services giving rise to the claim.
13. Without limiting any defences, a Party may have under the Limitation Act 2010, neither Party shall be considered liable for any loss or damage resulting from any occurrence unless a claim is formally made on a Party within 3 years from completion of the Services.
14. No party other than the Client may rely on any plans, reports, documents, designs, calculations, or any other information produced by the Consultant in connection with the Services. If the Client provides any such information to a third party, the Client will indemnify the Consultant for any losses suffered as a result of a claim against the Consultant by any third party in respect of that information (including legal costs on a solicitor-client basis, experts' fees, and all consequential and incidental losses).
15. The Consultant shall take out and maintain for the duration of the Services a policy of Professional Indemnity insurance for the amount of liability under clause 12. The Consultant undertakes to use all reasonable endeavours to maintain a similar policy of insurance for three years after the completion of the Services.
16. If either Party is found liable to the other (whether in contract, tort or otherwise), and the claiming Party and/or a Third Party has contributed to the loss or damage, the liable Party shall only be liable to the proportional extent of its own contribution.
17. All intellectual property (including copyright) in the Documents or any other works produced or resulting from The Consultant's services, is owned by, and belongs to, The Consultant. In particular, The Consultant retains all its rights to use any Images for advertisement, display or promotional purposes.
18. Each party will comply with its obligations under relevant health & safety legislation, including the Health and Safety at Work Act 2015, all regulations, by-laws, codes of practice and any other standards which are applicable to workplace health and safety. The Consultant has not and will not assume any duty imposed on the Client pursuant to the Health and Safety at Work Act 2015 in connection with the Agreement.
19. The Client may suspend all or part of the Services by notice to The Consultant who shall immediately make arrangements to stop the Services and minimise further expenditure. The Client and the The Consultant may (in the event the other Party is in material default that has not been remedied within 14 days of receiving the other Party's notice of breach) either suspend or terminate the Agreement by notice to the other Party. If the suspension has not been lifted after 2 months The Consultant has the right to terminate the Agreement and claim reasonable costs as a result of the suspension. Suspension or termination shall not prejudice or affect the accrued rights or claims and liabilities of the Parties.
20. The Parties shall attempt in good faith to settle any dispute themselves but failing that by mediation.
21. This Agreement is governed by the New Zealand law, the New Zealand courts have jurisdiction in respect of this Agreement, and all amounts are payable in New Zealand dollars.