

The following Terms of Engagement shall apply to all Services provided by Us to You. These Standard Terms of Engagement (“Terms”) apply in respect of all work carried out by Us for You, except to the extent that we otherwise agree with you in writing.

## **1. SCOPE:**

1.1 Prior to the commencement of engagement, we will send You a letter of Service / Contract recording the scope and cost of the Services You require to be delivered.

1.2 By signing/acknowledging this contract You confirm that You have read and accepted the scope and cost of Services and these Terms of Engagement.

## **2. FEES, PAYMENT TERMS, INTEREST AND COLLECTION EXPENSES**

2.1 We will charge You the agreed hourly rate or contracted rate as stated in the proposal/quote plus any associated costs on a monthly basis unless otherwise stated in the proposal/quote. We invoice on the 25<sup>th</sup> of each month, invoices are due for payment on the 7<sup>th</sup> day of the following month, following the invoice date, unless otherwise stated in the proposal/quote.

2.2 You will pay the Fee together with the amount of any Goods and Services Tax or any other tax which may be payable in respect of the supply of Services or otherwise under these Terms.

2.3 All payments by you will be full, free, and clear of any deduction, withholding, set-off, counterclaim or other claim.

2.4 If You fail to make a payment by the due date You shall be liable to pay Us: (a) Default interest on the amount outstanding calculated at 3.5% per month, and which shall accrue after as well as before judgment. (b) All expenses, & administration fees, including collection costs from obtaining the services of a debt collection company and/or legal fees in relation to any overdue amount will be added to Your account.

2.5 These Terms remain in place after termination of Service until all fees are paid.

## **3. CONFIDENTIALITY AND INFORMATION**

3.1 Subject to clause 3.4, We will treat all information made available by You in connection with any engagement, as Strictly Private and Confidential

3.2 Each party will both comply with all applicable provisions of the Privacy Act 1993.

3.3 You permit Us to collect use and retain information concerning You, for the purpose of assessing Your credit worthiness or to enforce any rights under these terms of engagement.

3.4 You permit Us to disclose information obtained to any person where We are required to do so by New Zealand Law.

3.5 You authorise Us to request information from a third party on your behalf provided such information is reasonably required by Us to perform the Services.

3.6 Any reports prepared or procured by us as part of the Services are to be used only by you.

#### **4. LIMITATION OF LIABILITY**

4.1 You acknowledge that any bookkeeping Services provided by Us to You are limited to the collection, classification and summarisation of financial information supplied by You. You will supply complete information promptly at the times agreed so that We can undertake the Services.

4.2 We will not express any opinion on the accuracy of the material We compile or its suitability for purpose. We will not take active steps to identify weaknesses in your internal accounting system, errors, illegal acts or other irregularities (such as non-compliance with law or fraud). If we become aware of any irregularities etc we will report them to You.

4.3 You acknowledge that the Services do not include an audit or review of Your financial information and statements and accordingly We are not responsible for the accuracy of any material We prepare in reliance of any information provided by You. We are not Chartered Accountants and the use of our services do not constitute the receipt of accounting or taxation advice. If You require accounting, taxation or other financial advice please contact a Chartered Accountant.

4.4 You acknowledge and agree that the Services are limited to those set out in the invoice, order form or other similar document issued by us.

4.5 Claims: We will have no liability for unsatisfactory Services unless you notify us in writing of your claim within 3 months after performance of the Services;

4.6 We will have the option, exercisable at our discretion, to replace or give credit for any services in respect of which any claim is made or proven or to refund a portion of the price paid for the Services, thereby fully discharging all our legal liability;

4.7 If either party is liable for direct losses arising from a breach of this Agreement or for negligence, the liable party's obligation to pay damages or losses is limited to the Fees paid for the Services in respect of which the claim has arisen or the maximum payable under our Professional Indemnity cover if insurance cover is payable in relation to the claim. This limitation does not apply to any loss or damage caused by fraud, wilful breach or wilful damage;

4.8 We are not liable for any loss caused by you, or any loss that results from your failure to take reasonable steps to avoid or minimise your loss;

4.9 Notwithstanding any other provision of this agreement, neither party will be liable for indirect, special, consequential, or similar damages or losses, including but not limited to loss of profit or revenues or other financial or economic losses of any kind

and whether or not the other party has been advised of the potential for such damages.

4.10 Indemnity: You agree to indemnify us against all direct, indirect and consequential losses, damages, costs (including legal fees), fines, penalties and the like for which we may become liable in connection with any Services provided to you.

4.11 Business purposes: Where you hold yourself out as acquiring the Services for business purposes, you acknowledge that the provisions of the Consumer Guarantees Act 1993 will not apply and are expressly excluded.

## **5. COMPLIANCE AND DUE DILIGENCE**

Compliance: We are obliged to comply with all laws applicable to us in all jurisdictions, including (but not limited to):

- (a) Anti-money laundering (AML) and countering financing of terrorism (CFT) laws; and
- (b) Laws relating to tax and client reporting and withholdings.

5.1 We may be required to undertake customer due diligence on you, persons acting on your behalf and other relevant persons such as beneficial owners and controlling persons. We may not be able to begin acting, or to continue acting, for you until that is completed.

5.2 To ensure our compliance and yours, we may be required to provide information about you, persons acting on your behalf or other relevant persons to third parties (such as government agencies). There may be circumstances where we are not able to tell you or such persons if we do provide information.

5.3 Please ensure that you and/or any of the persons described previously are aware of and consent to this. It is important to ensure that all information provided to us is accurate. If the information required is not provided, or considered by us to be potentially inaccurate, misleading, or in contravention of any law, we may terminate or refuse to enter into an engagement.

5.4 Legal compliance: you acknowledge that you are responsible for ensuring that your business and operations comply with the law.

5.5 Health and Safety: Where we perform the Services on your premises it is your responsibility to ensure that all safety measures have been taken so as to comply with all applicable health and safety laws. Prior to our employees attending your premises to perform the Services you will:

- (a) Inform us of all applicable health and safety rules and regulations that may apply at the site;
- (b) Notify us promptly of any risk, safety issues or incidents that may arise or may have arisen at the site that are relevant to our provision of the Services.

5.6 Right to delay or cancel: If we are concerned about the presence of any hazards or risks at the site we may, in our absolute discretion, delay the performance of some or all of the Services.

## **6. DISPUTES**

6.1 If any dispute arises out of or in connection with this Agreement, neither Party shall commence proceedings relating to the dispute unless that party has complied with the provisions of this clause.

6.2 A Party claiming a dispute will promptly give notice to the other Party specifying the nature of the dispute.

6.3 On receipt of a notice claiming a dispute has arisen, the Parties will endeavor, in good faith, to resolve the dispute.

6.4 If the Parties do not resolve the dispute within seven days of receipt of the notice claiming a dispute has arisen (or such further period as agreed in writing by them), then a mediator will be appointed using the following process:

6.5 The dispute shall be submitted to mediation, administered by an independent mediation service agreed by both Parties and held in accordance with its mediation rules.

6.6 Pending resolution of any dispute the Parties will continue to perform their obligations under the Agreement without prejudice to their rights and remedies.

## **7. TERMINATION OF SERVICES**

7.1 We may cancel these Terms of engagement or cancel the Service by giving eight weeks written notice to You. We shall not be liable for any loss or damage arising from such cancellation including but not limited to tax obligations, tax and Companies Office filing requirements.

7.2 You may cancel Our services by giving eight weeks notice in writing. You will be liable for any costs incurred by Us up to the date of termination, including any costs associated with termination.

7.3 Clients understand that Consultants of the Red Office are prohibited in any capacity for providing services directly or indirectly to the client or their suppliers/clients for a minimum period of 6months following conclusion of this agreement by either party. Should a consultant be approached to work for the client within 6months of the contract finishing the client agrees to notify the Red Office immediately and a fee of \$8000 + GST will be payable.

## **8. ACCEPTANCE**

8.1 Any subsequent instructions written or otherwise received by Us from You for the supply of additional Services, shall constitute continuing acceptance of these Terms of Engagement.

8.2 We may change these Terms of Engagement by notice to You in writing, which may be by email.

8.3 This contract will roll over each anniversary and all terms remain in place until a contract variation agreement is signed by both parties.

## **9. ENTIRE AGREEMENT**

This Agreement, including any schedules, contains the entire understanding between You and Us concerning its subject matter and supersedes all previous agreements and understandings between You and Us on such subject matter.

## **10. DEFINITIONS**

“Us/We” means “Red Office and its successors and assigns” as set out above. “You/Your” the person, client, authorised agent or legal entity described in the proposal/quote, or stated on the invoice. Party/Parties means the “Contractor as set out above and/or the person, client, authorized agent or legal entity described in the proposal/quote or stated on the invoice or order form. “Services” shall mean all services supplied by Us to You as detailed in our agreement, or otherwise agreed in writing and includes any recommendations and advice. “Agreement” means the agreement between you and us as set out in our contract or proposal/letter, these terms and any additional written terms or variations. “Fee” means the fee for the Services as detailed by Us.

## **11. GENERAL**

11.1. Events outside our control: If any cause beyond our reasonable control including but not limited to order of a government or other authority, strike, lockout, labour dispute, delays in transit, difficulty in procuring components or equipment, embargo, accident, emergency, act of God interfere with our performance of any of our obligations under this Agreement then we may at our sole discretion suspend our performance of any such obligation or cancel any Agreement and we will not be liable to you in any respect.

11.2. Waiver: This Agreement remains in force notwithstanding any neglect, forbearance or delay in enforcement. We will not be deemed to have waived any condition unless such waiver will be in writing and such waiver will only apply to the particular transaction to which it refers.

11.3. Severability: If any clause or provision of these Terms will be held illegal or unenforceable by any judgment of any Court or Tribunal having competent jurisdiction, such clause will not apply to this Agreement. The remaining provisions of this Agreement will remain in full force and effect as if the clause or provision held to be illegal or unenforceable had not been included.

11.4. Privacy Policy: Any personal information collected by us in connection with this Agreement will only be used or disclosed for the purposes of ensuring performance of this Agreement and any future like arrangement or arrangements. This may include disclosure within our organisation and to other parties involved in

performing the Services. We agree to comply with relevant privacy laws in respect of any personal information collected in connection with the provision of the Services and any future like arrangement or arrangements.

11.5. Electronic Communications: You consent to receive commercial electronic messages from Us. If you wish to opt out of receiving these messages tell us in writing and we will remove you from the mailing list.