

Office Crew Limited**Terms of Engagement**

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. Definitions

- 1.1 “Contract” means the terms and conditions contained herein, together with any Price, order, invoice or other document or amendments expressed to be supplemental to this Contract.
- 1.2 Office Crew Ltd means its successors and assigns or any person acting on behalf of and with the authority of Office Crew Ltd.
- 1.3 “Client” means the person/s, entities or any person acting on behalf of and with the authority of the Client requesting Office Crew Ltd to provide the Works as specified in any proposal, price, order, invoice, or other documentation, and:
 - (a) if there is more than one Client, is a reference to each Client jointly and severally: and
 - (b) if the Client is a partnership, it shall bind each partner jointly and severally; and
 - (c) if the Client is a part of a Trust, shall be bound in their capacity as a trustee; and
 - (d) includes the Client’s executors, administrators, successors and permitted assigns.
- 1.4 “Works” means all Works (including consultation, manufacturing and/or installation services) or Materials supplied by Office Crew Ltd to the Client at the Client’s request from time to time (where the context so permits the terms ‘Works’ or ‘Materials’ shall be interchangeable for the other).
- 1.5 “Confidential Information” means information of a confidential nature whether oral, written or in electronic form including, but not limited to, this Contract, either party’s intellectual property, operational information, know-how, trade secrets, financial and commercial affairs, contracts, client information (including but not limited to, “Personal Information” such as: name, address, DOB, occupation, driver’s license details, electronic contact (email, Facebook or Twitter details), medical insurance details or next of kin and other contact information (where applicable), previous credit applications, credit history) and pricing details.
- 1.6 “Cookies” means small files which are stored on a user’s computer. They are designed to hold a modest amount of data (including Personal Information) specific to a particular Client and website and can be accessed either by the web server or the Client’s computer. If the Client does not wish to allow Cookies to operate in the background when ordering from the website, then the Client shall have the right to enable/disable the Cookies first by selecting the option to enable/disable provided on the website, prior to ordering Works via the website.

2. Price

- 2.1 “Price” means the Price payable (plus any Goods and Services Tax (“GST”) (where applicable) for the Works as agreed between Office Crew Ltd and the Client in accordance with Clause 6 below.
- 2.2 At Office Crew Ltd’s sole discretion, the Price shall be either:
 - (a) as indicated on invoices provided by Office Crew Ltd to the Client in respect of Works performed or Materials supplied; or

- (b) Office Crew Ltd's quoted Price (subject to clause 6.2) which shall be binding upon Office Crew Ltd provided that the Client shall accept Office Crew Ltd's Price in writing within thirty (30) days.
- 2.3 Office Crew Ltd reserves the right to change the Price:
 - (a) if a variation to the Materials which are to be supplied is requested; or
 - (b) if a variation to the Works originally scheduled (including any applicable plans or specifications) is requested; or
 - (c) in the event of increases to Office Crew Ltd in the cost of labour or Materials which are beyond Office Crew Ltd's control.
- 2.4 Variations will be charged for based on Office Crew Ltd's Price, and will be detailed in writing, and shown as variations on Office Crew Ltd's invoice. The Client shall be required to respond to any variation submitted by Office Crew Ltd within ten (10) working days. Failure to do so will entitle Office Crew Ltd to add the cost of the variation to the Price. Payment for all variations must be made in full at the time of their completion.
- 2.5 At Office Crew Ltd's sole discretion, a non-refundable deposit may be required.
- 2.6 Time for payment for the Works being of the essence, the Price will be payable by the Client on the date/s determined by Office Crew Ltd, which may be:
 - (a) on completion of the Works; or
 - (b) by way of progress payments in accordance with Office Crew Ltd's specified progress payment schedule. Such progress payment claims may include the reasonable value of authorised variations and the value of any product delivered to the worksite but not yet installed; or
 - (c) the date specified on any invoice or other form as being the date for payment; or
 - (d) for certain approved Clients, due twenty (20) days following the end of the month in which a statement is sent to the Client's address or address for notices; or
 - (d) failing any notice to the contrary, the date which is seven (7) days following the date of any invoice given to the Client by Office Crew Ltd; or
 - (e) immediately payable at the time the Client places an order for any non-stock list item or bespoke Goods that Office Crew Ltd must pay to any third-party supplier.
- 2.7 Payment may be made by electronic/on-line banking, EFTPOS, credit card (a surcharge per transaction may apply) or by any other method as agreed to between the Client and Office Crew Ltd.
- 2.8 Office Crew Ltd may in its discretion allocate any payment received from the Client towards any invoice that Office Crew Ltd determines and may do so at the time of receipt or at any time afterwards. On any default by the Client, Office Crew Ltd may re-allocate any payments previously received and allocated. In the absence of any payment allocation by Office Crew Ltd, payment will be deemed to be allocated in such a manner as preserves the maximum value of Office Crew Ltd Purchase Money Security Interest (as defined in the PPSA) in the Materials.
- 2.9 The Client shall not be entitled to set off against, or deduct from the Price, any sums owed or claimed to be owed to the Client by Office Crew Ltd nor to withhold payment of any invoice because part of that invoice is in dispute.
- 2.10 Unless otherwise stated the Price does not include GST. In addition to the Price, the Client must pay to Office Crew Ltd an amount equal to any GST Office Crew Ltd must pay for any supply by Office Crew Ltd under this or any other agreement for the sale of the Materials. The Client must pay GST, without deduction or set off any other amounts, at the same time and on the same basis as the Client pays the Price. In addition, the Client must pay any other taxes and duties that may be applicable in addition to the Price except where they are expressly included in the Price.

3. **Penalty for Late Payment**

- 3.1 Interest on overdue invoices shall accrue daily from the date when payment becomes due, until the date of payment, at a rate of two and a half percent (2.5%) per calendar month (and at Office Crew Ltd's sole discretion such interest shall compound monthly at such a rate) after as well as before any judgment.
- 3.2 If the Client owes Office Crew Ltd any money the Client shall indemnify Office Crew Ltd from and against all costs and disbursements incurred by Office Crew Ltd in recovering the debt (including but not limited to internal administration fees, legal costs on a solicitor and own client basis, Office Crew Ltd's collection agency costs, and bank dishonour fees).
- 3.3 Further to any other rights or remedies Office Crew Ltd may have under this Contract, if a Client has made payment to Office Crew Ltd, and the transaction is subsequently reversed, the Client shall be liable for the amount of the reversed transaction, in addition to any further costs incurred by Office Crew Ltd where it can be proven that such reversal is found to be illegal, fraudulent or in contravention to the Client's obligations under this Contract.
- 3.4 Without prejudice to Office Crew Ltd's other remedies at law Office Crew Ltd shall be entitled to cancel all or any part of any order of the Client which remains unfulfilled and all amounts owing to Office Crew Ltd shall, whether due for payment, become immediately payable if:
- (a) any money payable to Office Crew Ltd becomes overdue, or in Office Crew Ltd's opinion the Client will be unable to make a payment when it falls due; or
 - (b) the Client has exceeded any applicable credit limit provided by Office Crew Ltd; or
 - (c) the Client becomes insolvent or bankrupt, convenes a meeting with its creditors or proposes or enters into an arrangement with creditors, or makes an assignment for the benefit of its creditors; or
 - (d) a receiver, manager, liquidator (provisional or otherwise) or similar person is appointed in respect of the Client or any asset of the Client.

4. **Performance of the Services**

- 4.1 **Time:** We undertake to use reasonable endeavours to deliver the Services within the time specified by us. However, dates we give for performance will be indicative only. No date specified by you will be binding on us without our written agreement.
- 4.2 **Use of reports:** Any reports prepared or procured by us as part of the Services are to be used only by you.
- 4.3 **Services to be supplied:** 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.

5. **Your Obligations**

- 5.1 **Information:** You will provide us with any relevant information required to enable us to perform the Services. Where information provided by you is incorrect and we are required to undertake additional work we reserve the right to charge for such additional work.
- 5.2 **Legal compliance:** You acknowledge that you are responsible for ensuring that your business and operations comply with the law.
- 5.3 **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.
- 5.4 **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. **Our Obligations and Warranties**

- 6.1 We warrant that:
- (a) we have the right to enter into this Agreement.
 - (b) we will perform the Services to a reasonable standard of care and skill.
 - (c) we will perform the Services in accordance with relevant laws.
- 6.2 We will take reasonable steps to ensure that while on your premises our personnel comply with any health and safety requirements and other reasonable security requirements made known to us by you.
- 6.3 Exclusions: unless otherwise agreed in writing:
- (a) any bookkeeping Services are limited to the collection, classification, and summarisation of financial information you supply.
 - (b) 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 the law or fraud). If we become aware of any irregularities, we will report them to you.
 - (c) 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 on any information you provided. We are not Chartered Accountants and our Services do not constitute of accounting or taxation advice. If you require accounting, taxation or other financial advice please contact a Chartered Accountant.

7. **Client Care and Service Information**

- 7.1 We are committed to complying with the Code of Ethical Conduct set by the Institute of Certified NZ Bookkeepers in respect of client care and service. The following information describes some key elements we undertake when providing our services:
- (a) act competently, in a timely way, and in accordance with any instructions received and arrangements made.
 - (b) protect and promote your interests and act for you free from compromising influences or loyalties.
 - (c) discuss with you your objectives and how they should best be achieved.
 - (d) provide you with information about the work to be done, who will do it and the way the services will be provided.
 - (e) charge you a fee that is fair and reasonable and let you know when you will be billed.
 - (f) give you clear information and advice.
 - (g) protect your privacy and ensure appropriate confidentiality.
 - (h) treat you fairly, respectfully and without discrimination.
 - (i) keep you informed about the work being done and advise you when it is completed.
 - (j) let you know how to make a complaint and deal with any complaint fairly and promptly.

8. **Compliance And Due Diligence**

- 8.1 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.
- 8.2 We may be required to undertake client due diligence on you, persons acting on your behalf and other relevant persons such as beneficial owners and controlling persons
- 8.3 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.
- 8.4 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.

9. **Confidentiality**

9.1 Each party must keep confidential during the term and after termination of this Agreement the existence and terms of this Agreement and all information of a confidential or sensitive nature supplied by the other party to this Agreement except to the extent that disclosure is required by law or where such information is or becomes available in the public domain without breach by a party of its confidentiality obligations under this Agreement. A party may disclose such information to its legal and other advisers, bankers and other persons who are subject to an obligation of confidentiality.

10. **Termination**

10.1 By us: We may terminate the Agreement by giving you 30 days written notice. We will not be liable for any loss or damage arising from such termination including but not limited to tax obligations, tax and Companies Office filing requirements.

10.2 By you: You may terminate the Agreement by giving us 30 days written notice. You will be liable for any costs we incur up to the date of termination, including any costs associated with termination.

11. **Liability**

11.1 Limitation of liability:

- (a) Claims: We will have no liability for unsatisfactory Services unless you notify us in writing of your claim within three (3) months after performance of the Services;
- (b) 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;
- (c) 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;
- (d) 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;
- (e) 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.

11.2 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.

11.3 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.

12. **Complaints**

12.1 If you have a complaint about us or our services you may:

- (a) refer your complaint to the bookkeeper who has overall responsibility for your work;
- (b) if you do not wish to refer your complaint to that person, or you are not satisfied with the response received from that person, you may also make a complaint to the complaints service established by the Institute of Certified NZ Bookkeepers. To do so, you should contact the Institute Certified NZ Bookkeepers at www.icnzb.org.nz.

13. **General**

- 13.1 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, Pandemic 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.
- 13.2 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.
- 13.3 Severability: If any clause or provision of these Terms will be held illegal or unenforceable by any judgment of any Court (Canterbury) or Tribunal (New Zealand law) 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.
- 13.4 All emails, documents, images, or other recorded information held or used by Office Crew Ltd is Personal Information as defined and referred to in clause 13.8 and therefore considered confidential. Office Crew Ltd acknowledges its obligation in relation to the handling, use, disclosure, and processing of Personal information pursuant to the Privacy Act 2020 ("the Act") including Part II of the OECD Guidelines and as set out in Schedule 8 of the Act and any statutory requirements where relevant in a European Economic Area "EEA" then the EU Data Privacy Laws (including the General Data Protection Regulation "GDPR") (collectively, "EU Data Privacy Laws"). Office Crew Ltd acknowledges that in the event it becomes aware of any data breaches and/or disclosure of the Client's Personal Information held by Office Crew Ltd that may result in serious harm to the Client, Office Crew Ltd will notify the Client in accordance with the Act and/or the GDPR. Any release of such Personal Information must be in Office Crew Ltd Terms & Conditions of Trade in accordance with the Act and the GDPR (where relevant) and must be approved by the Client by written consent, unless subject to an operation of law.
- 13.5 Notwithstanding clause 13.1 privacy limitations will extend to Office Crew Ltd in respect of Cookies where the Client utilises Office Crew Ltd website to make enquiries. Office Crew Ltd agrees to display reference to such Cookies and/or similar tracking technologies, such as pixels and web beacons (if applicable), such technology allows the collection of Personal Information such as the Client's:
- (a) IP address, browser, email client type and other similar details; and
 - (b) tracking website usage and traffic; and
 - (c) reports are available to Office Crew Ltd when Office Crew Ltd sends an email to the Client, so Office Crew Ltd may collect and review that information ("collectively Personal Information"). If the Client consents to Office Crew Ltd's use of Cookies on Office Crew Ltd's website and later wish to withdraw that consent, the Client may manage and control Office Crew Ltd's privacy controls via the Client's web browser, including removing Cookies by deleting them from the browser history when existing the site.
- 13.6 The Client authorises Office Crew Ltd or Office Crew Ltd's agent to:
- (a) access, collect, retain, and use any information about the Client.
 - (i) for the purpose of assessing the Client's creditworthiness (including, name, address, D.O.B, occupation, driver's license details, electronic contact (email, Facebook, or Twitter details), medical insurance details or next of kin and other contact information (where applicable), previous credit applications, credit history or any overdue fines balance information held by the Ministry of Justice); or
 - (ii) for the purpose of marketing products and services to the Client.
 - (b) disclose information about the Client, whether collected by Office Crew Ltd from the Client directly or obtained by Office Crew Ltd from any other source to any other credit provider or any credit reporting agency for the purposes of providing or obtaining a credit reference, debt collection or notifying a default by the Client.

- 13.7 Where the Client is an individual the authorities under clause 13.1 are authorities or consents for the purposes of the Privacy Act 2020.
- 13.8 The Client shall have the right to request from Office Crew Ltd for a copy of the Personal Information about the Client retained by Office Crew Ltd and the right to request Office Crew Ltd to correct any incorrect Personal Information about the Client held by Office Crew Ltd.
- 13.9 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.

Office Crew Ltd