

# Puriri Accounts Ltd - Standard Terms of Engagement

## 1. Introduction

This Standard Terms of Engagement document will act as a basis for our business relationship and should be read in conjunction with our quote letter, which identifies the products and services you require for this assignment. If our quote letter conflicts with the Standard Terms of Engagement, the Quote letter will prevail. Our quote letter and the Standard Terms of Engagement together form an agreement which supersedes all previous arrangements, and, unless otherwise agreed in writing, will form the basis for any further work that we may carry out in connection with this service.

## 2. Our business relationship

In relation to the services provided, this agreement is solely between you and Puriri Accounts Ltd, and you agree not to bring a claim against any director, employee, contractor or sub-contractor of Puriri Accounts Ltd. Furthermore you agree to indemnify Puriri Accounts Ltd, its directors and staff against any liabilities, losses, expenses and other costs made against them by any third party arising out of or in connection with the services.

## 3. Products and Services

- a) The products and services we will provide are described in our quote letter.
- b) We rely on the information provided to us by your Company and employees, as well as any representations made to us by third party suppliers, in making our recommendations and providing our services.
- c) You agree that it is your responsibility to ensure that any products or services recommended by Puriri Accounts Ltd will meet your requirements before ordering any products and/or agreeing to provision of any services.
- d) Unless we have provided you with written confirmation of the ability of the product to perform certain functions we accept no liability if the product does not meet your requirements.
- e) Any products, whether software licences, software, hardware and/or equipment, purchased by us and supplied to you is done on your behalf as your agents, and our liability for said products is limited to that of an agent.
- f) You agree to look to the suppliers of the products for any loss arising through defects, "bugs" or malfunctioning of such software, hardware or equipment, or for any breach of warranty relating to them.
- g) We may receive commission from the product supplier. We retain this commission to help defray our demonstration and administration costs. We will disclose the amount of any commission at your request.
- h) Puriri Accounts Ltd shall use reasonable skill and care in the provision of services to the Client.
- i) Any timetabled dates are intended for planning and estimating purposes only and are not contractually binding unless stated to the contrary in an accepted quote letter.
- j) You agree that no default or delay by us in the performance of our obligations will be considered a breach of our engagement if that default or delay is due to causes beyond our reasonable control.
- k) We are not responsible for the work of any other person who you engage to perform work in conjunction with our services.

## 4. Information

- a) You agree that you will provide to us, in a timely manner, all information, assistance and facilities that we require for the purposes of providing the products and services agreed to.
- b) Furthermore you agree that the information that you provide will be true, accurate and not misleading. You also agree to maintain and/or update all supplied information and source documents during the period they are required by us.
- c) Any documents provided by the client will remain the property of the client.
- d) Any additional working papers and reports that we produce remain the property of Puriri Accounts Ltd and we are not obliged to disclose them to anyone or keep them.
- e) Any information supplied to us by you will be kept confidential and disclosed on a need to know basis for the provision of services required, unless we are required to disclose by law, or unless the information was known prior to the engagement, becomes publicly available, or is provided by a third party not bound by confidentiality.
- f) Puriri Accounts Ltd are not chartered accountants or lawyers. You agree that it is your responsibility to obtain or confirm any accounting, tax or legal information concerning your affairs from your Accountant, your lawyer and /or the Inland Revenue Department.
- g) You are responsible for the work of any other person who you engage to work in conjunction with our services.

## **5. Hardware**

If you are updating your computer system, hardware reliability and suitability is important. It is your responsibility to check that the specifications of any changes are compatible with your accounting and payroll software and any other systems you are using. You should deal with vendors that can offer the support and equipment that will work for you.

## **6. Fees and Invoicing Policy**

- a) Our fees are usually quoted exclusive of GST, and GST will be added where applicable.
- b) Where products are to be purchased on your behalf, orders must be paid in full at the time of the order or on delivery or installation as agreed.
- c) Our invoices are due for payment on receipt. If payment is not received within 7 days, we reserve the right to suspend provision of services, and/or charge interest on outstanding amounts.
- d) Our fees are calculated on the basis of time spent and on the level of skill and responsibility involved in providing the service, plus any disbursements incurred.
- e) We reserve the right to charge a minimum of 15 minutes per phone support issue, a minimum of 30 minutes per client site visit, and to add a surcharge for work undertaken outside of normal office hours.
- f) Any fee estimate is given in good faith. However training and support depend on the level of your staff and how quickly they can be trained, therefore any estimate is not contractually binding.
- g) We are at liberty to withhold your information if your account becomes delinquent until such time as our fees are paid in full.

## **7. Liability Limitation**

- a) Any liability of Puriri Accounts Ltd for costs, damages or other legally payable amounts, whether for losses arising from the services provided by Puriri Accounts Ltd (whether in contract, negligence or otherwise) or otherwise arising at law, shall be limited to the cost of remedying the act, omission or default which caused the loss, and shall not exceed five times the assignment fee (plus GST and excluding product costs) paid in aggregate in respect of services provided under this Contract.
- b) In the event that more than one person caused or contributed towards any loss, our liability will be reduced in proportion to our degree of responsibility and the responsibility of others who contributed whether others or yourself.
- c) In the case of continuous services, reference to "the fee" shall mean the Puriri Accounts Ltd fee charged in the twelve months preceding the occurrence of the event(s) giving rise to the claim insofar as they relate to the services relevant to any alleged losses.
- d) We have no liability for any consequential or indirect loss, damage or corruption of other software or data, or for loss or profit, business, revenue, goodwill or anticipated savings.
- e) You agree that this agreement is governed by New Zealand law, and that should any dispute arise, resolution will be attempted by negotiation in good faith, and failing that, New Zealand courts will have exclusive jurisdiction.