

Career Talk – Terms of Engagement

Agreement as to Terms of Engagement

1.0 DEFINITIONS

1.1 The **Business** refers to Gabrielle Riley t/a Career Talk.

The **Client** refers to the person, firm, partnership, trust, company or corporate entity which has signed this agreement as Client.

1.2 The **Payer** in respect of a Client, means the person who pays that particular Client's invoice for the Services.

Services means services, work and labour provided by the Business to the Client at any time.

2.0 THE SERVICES

2.1 The Business will provide a one off, thirty (30) minute, no obligation phone call to the client, free of charge.

The Business will be under no obligation to take on any Client or engage with any Client.

2.2 The Business will be under no obligation to disclose the content of any of the Services rendered to the Payer of a particular Client.

3.0 CHARGES

3.1 The Business offers the services contained on their website and packages will be charged in accordance with the prices contained on that website.

All other services will be charged at a rate of \$120 per hour.

3.2 Notice of cancellations must be received more than twenty-four (24) hours prior to the appointment, where notice is not received the Business reserves the right to charge the fee for the scheduled appointment.

The Business reserves the right to charge disbursements to the client incurred in the provision of the Services to that Client, including but not limited to transport mileage and online assessment tools.

4.0 PAYMENT

4.1 The Client or the Payer (as applicable) will pay for all Services on the 14th day following receipt of an invoice for the services.

The Client may not deduct or withhold any amount due to the Business. If the Client has any dispute with the Business' Goods and/or Services, the Client will pay the full amount due and raise any issues through the dispute resolution process set out in these terms.

5.0 INTEREST ON UNPAID SUMS

5.1 If the Client does not pay any sum by the date it is due, then without prejudice to the Business' other remedies, the Business may charge the Client interest on the unpaid overdue balance at the rate of 2.0% per month from the date payment was due until the date of payment. The charging of penalty interest does not extend the due date of payment.

The Client agrees to pay or reimburse the Business all costs and expenses incurred by the Business in instructing a solicitor and/or debt collection agency to recover any amount overdue for payment. All such costs or expenses will incur interest from the date they are paid or incurred by the Business up to and including the date upon which the Client pays or reimburses the Business.

6.0 OWNERSHIP OF GOODS AND INTELLECTUAL PROPERTY

6.1 The Client acknowledges that the Business (and the Business' nominees) solely and exclusively own all intellectual property in relation to the Services, including any know-how, designs or works that enhance or modify the Services in any way, and including all copyrights, patents, trade secrets, trademarks and other proprietary rights attaching to the Services. The Client:

(a) will sign any documentation considered reasonably necessary by the Business to perfect the Business' ownership of its intellectual property; will co-operate fully and as the Business may require in obtaining, defending or enforcing its intellectual property;

(b) will not dispute the Business' ownership of the products, designs or the intellectual property;

will not hold itself out as the owner of any of the Business' intellectual property in the Services; and

(c) will not market, sell, lease, loan or otherwise distribute, transfer, assign, duplicate, display or disclose the Business' intellectual property in the Services.

7.0 COSTS OF ENFORCEMENT

7.1 The Client will be liable for, and will indemnify the Business for:

(a) all costs incurred by the Business in enforcing its rights under these terms of engagement;

any losses suffered, and costs incurred by the Business (whether directly or indirectly) as a result of the Client breaching any of these terms of engagement.

7.2 Any costs incurred or losses suffered by the Business under these terms will be payable by the Client upon demand in writing.

All such costs and expenses shall bear interest from the date upon which they are paid or incurred by the Business up to and including the date upon which the Client pays or reimburses the Business.

8.0 LIABILITY OF THE BUSINESS

8.1 Any warranties (other than any express warranty that may be given by the Business to the Client in writing) in relation to the Services are expressly excluded to the fullest extent permitted by law.

In the event any services provided by the Business are found to have not been carried out correctly, the maximum liability of the Business whether in contract, tort or otherwise will be lesser of:

(a) the cost of the Services; or

the cost of remedying the defective Services; or

(b) the actual loss or damage suffered by the Client.

8.2 The Business will not be liable for any damage or consequential loss that arises to the Client or any other party as a result of the Business' breach of this contract or any negligence.

The Business will not be liable for any damage or loss resulting from a change in information available to the Business at a time after the Services are provided.

8.3 The Business will not be liable for delay or failure to perform its obligations arising from any act of God, or if the cause of the delay or failure is beyond its control.

9.0 MISCELLANEOUS

9.1 If the Client is acquiring or holding itself out as acquiring the Services for a business purpose, the Consumer Guarantees Act 1993 and the Sale of Goods Act 1908 will not apply to the fullest extent permitted by law.

These terms of engagement can only be varied by written agreement between the parties.

9.2 These terms and any terms set out by the Business shall be included as terms in any contract resulting between the parties and in the case of any conflict arising between these terms or the terms of the Clients order then these terms and conditions will prevail.

The booking of an appointment or further instructions is deemed to be acceptance of these terms of engagement.

9.3 Any disputes arising out of provision of the Services will first be attempted to be resolved by the Business and the Client through good faith negotiations and, if necessary, mediation in accordance with the protocols of the Arbitrators and Mediators Institute of New Zealand before any court proceedings are served.

These terms of engagement are governed by the laws of New Zealand and the parties submit to the non-exclusive jurisdiction of the New Zealand courts.

9.4 If any part of these terms of engagement are deemed to be void, illegal, or unenforceable, that part will be severed, and will not affect the validity of the rest of the terms of engagement.