

Contract for Services - Terms & Conditions

Between: Felicity Wilson t/a **Business Systems Sorted** ("the Contractor") & the Client specified on the attached signed Agreement.

The Parties agree as follows:

1. Term

This contract will commence on the date specified and will continue until the Client's requirements are met as per the signed Agreement as agreed to and attached to this contract.

2. Status

The parties acknowledge that this agreement is a contract for services and that no employment relationship of any sort and no partnership or joint venture arises from it. The Contractor shall not at any time hold herself out as, or represent herself as, an agent, partner or employee of the Client.

3. Contractor's obligations

3.1 The Contractor will provide the services to the Client as outlined in the attached signed Agreement.

3.2 The Contractor will ensure that the services are provided to the highest professional standard, honestly and diligently. At the same time, the Client acknowledges the Contractor's services are based on her experience and personal opinion. They are not a substitute for any legal, financial or other professional advice.

3.3 The Contractor is responsible for meeting all obligations to the IRD and/or ACC for payments received pursuant to this Contract and Agreement, and shall indemnify the Client for any failure to do the same. For the avoidance of doubt, deductions of schedular payments (formerly withholding payments) may however be made by the Client as specified in the Payment Schedule.

3.4 The Contractor shall perform the Services through Felicity Wilson and shall not otherwise delegate any of the Services or associated tasks without the prior express written agreement of the Client.

3.5 The Contractor will ensure that her action and/or inaction does not place the health and/or safety of any of the Client's personnel, or that of any other contractor to the Client, at risk, and will observe the Client's health and safety and other business procedures, as appropriate to the services being carried out.

4. Client's obligations

4.1 The Client will pay the Contractor for the Services provided at the rate specified in the signed Agreement (plus Goods and Services Tax).

4.2 The Client will pay the Contractor the sums referred to in Clause 4.1 following receipt of a duly itemised tax invoice. Payment will be made within seven (7) days following date of invoice except in the case where the Client is a current, approved Blackfern Coop Member ie they are not on STOP CREDIT with Blackfern Coop. Where the Client is an approved Blackfern Coop Member, payment will be made via Blackfern Coop. Late payment fees of 5% of the invoice total will apply and will compound monthly if suitable payment arrangements that have been approved by the Contractor have not been agreed to in writing before the due date ie seven (7) days following invoice date or if applicable, within Blackfern Coop terms of trade.

4.3 Any costs for third party services and/or products as agreed to be arranged by the Contractor on behalf of the Client will be required to be paid directly by the Client to the relevant third party. No such arrangements will be made without the Client's expressed written approval beforehand.

4.4 The Client acknowledges that the Contractor makes no warranties, guarantees or undertakings as to results that may be obtained from undertaking the Contractor's services. While the Contractor's best endeavours are made to ensure all information and/or recommendations provided are up-to-date, no guarantee is given that it is correct, complete and up-to-date. Any information and/or recommendations provided are not in substitution for or in any way an alteration to the laws of New Zealand or any other official guidelines or requirements. The Client acknowledges that the Contractor is not responsible for, and notes that the Contractor expressly disclaims all liability for, damages of any kind arising out of use, reference to, or reliance on any information and/or recommendations provided.

5. Conflict of interest

5.1 The Contractor warrants that the Contractor has no direct or indirect conflict of interest which will affect the Contractor's ability to perform the services. If any potential conflict arises the Contractor shall immediately notify the Client in writing.

6. Confidentiality

6.1 The Contractor agrees to hold all Confidential Information in the strictest confidence and will not without the Client's prior express written consent directly or indirectly at any time during the term of this contract or following its termination for any reason (for so long as the information continues to be Confidential Information):

- Use any Confidential Information;
- Disclose any Confidential Information to any person, firm, company or organisation, other than in the case of Blackfern Coop Members and then only to Blackfern Coop to enable the Client's trading account with Business Systems Sorted to go through Blackfern Coop.

- Copy any material containing Confidential Information for personal use or for use by any other unauthorised person, firm, company or organisation; other than to the extent necessary to carry out the Contractor's duties under this contract or as required by law.

6.2 In this contract "Confidential Information" means all confidential information which is not in the public domain and which is reasonably regarded by the Client as confidential to it which the Contractor becomes aware of in the course of carrying out this contract including but not limited to: Trade secrets; Financial affairs; Confidential business and technical information; Business methods and management systems; Information and records relating to clients, staff and parties with whom the Client deals commercially; Strategic information relating to the techniques and modes of merchandising, budgeting, market analysis, advertising, products and services; Computer software and data; Know-how not generally known to the public; relating to the Client or any related party, or client, or employee, or contractor of the Client.

7. **Disputes**

- 7.1 The parties will take all reasonable steps to resolve any dispute that may arise in connection with this contract between the parties themselves.
- 7.2 Any dispute that cannot be resolved by negotiation between the parties will be referred to mediation and failing this, to arbitration in accordance with the Arbitration Act 1996. In the event that the dispute proceeds to mediation or arbitration, the mediator or arbitrator will be appointed by agreement. If the parties are unable to agree on a suitable mediator or arbitrator, then the President of the Taranaki Branch of the NZ Law Society will be asked to appoint a person with experience in dealing with disputes between organisations and independent contractors. The costs of any mediation or arbitration will be met equally by the parties.
- 7.3 In the event that a dispute arises, the parties shall, where practicable, continue to perform their respective obligations under this contract during the period required to resolve that dispute and thereafter.

8. **Termination**

- 8.1 Either party may terminate this contract by providing the other party with 24 hours written notice.
- 8.2 Notwithstanding Clause 8.1 above, if either party is in breach of any of the provisions of this contract and such breach is not remedied within five (5) working days of the other party being provided with written notice of the breach, either party may immediately terminate this contract without notice.
- 8.3 Upon termination under Clause 8.2:
- The Client will not be obliged to pay the Contractor other than for and of the services already provided up until the date of termination; and
 - The Contractor will not be obliged to provide the services further than those completed as at the date of termination.

9. **Force majeure**

- 9.1 Neither party will be liable for any act, omission or failure to fulfil its obligations under this contract if such act, omission or failure arises from any cause reasonably beyond its control. The party unable to fulfil its obligations will immediately notify the other in writing of the reasons for its failure to fulfil its obligations, any damage or loss caused (or likely to be caused) and any proposed remedial action.
- 9.2 The parties will seek to agree on the extent of any such damage or loss and any remedial action and will, if necessary, vary this contract under clause 10 (Variation). Failing agreement the matter will be addressed under clause 7 (Disputes).

10. **Variations**

- 10.1 The hourly rate specified in the signed Agreement may be subject to change over time. Such decisions are made solely by Felicity Wilson and will not require prior agreement with any client or other party.
- 10.2 All other terms in this contract ie excluding hourly rates, may be varied by agreement between the parties. Any such variation will be recorded in writing and signed by both parties.

11. **Insurance**

- 11.1 The Contractor shall arrange and maintain public liability and professional indemnity insurance in respect of the performance of the services.

12. **Property and intellectual property**

- 12.1 All work produced by the Contractor in relation to the services outlined, specific to the Client, shall remain the property of the Client. It is noted however that the Contractor retains total ownership of her generic templates.
- 12.2 The Contractor shall, upon the termination of this contract, or at any other time as requested by the Client, return all property belonging to or relating to the Client, including to any of its clients, and all copies of the same.

13. **Entire Agreement**

- 13.1 The terms of this contract, together with the signed Agreement constitute the entire agreement between the parties and supersede all previous negotiations, communications and commitments whether written or oral.