



## Short Form Agreement for Mātanga hāpai [ Consultant ] or Kaihanga [ Builder ] Engagement

Between:

.....

Kiritaki (Client)

and:

.....

Mātanga hāpai [ Consultant ] or Kaihanga [ Builder ]

Collectively referred to herein as the “Nga Pāti” and individually as a “Pāti [ Party ]”

**Project:**

**Location :**

**Scope & nature of the Services :**

**Programme for the Services:**

Kiritaki (Client) name :.....

If Kiritaki (Client) name.....(or his/her representative) has not signed and returned the Agreement to.....

by the end of the day on ..... the offer will be withdrawn.

(a) Design Phase [(i), (ii) & (iii) inclusively] - ..... working days from commencement of Agreement.

(b) Council, Drawing & Construction Phase - ..... working days per request for (iv) & (v); 2 working days per request for (vi) & (vii).

Note: Commencement of Agreement is from when the Parties have both :

(1) signed the Agreement & (2) Payment of the Deposit Invoice enunciated in 'Fees & timing of payments' is received from Kiritaki (Client) name.....

Fees & timing of payments:

(a) Design/Build Phase payment - NTM [Nu Tiren Moni] or NZD [New Zealand Dollars]

.....

Deposit Invoice to be paid upfront - NTM or NZD.....

Balance Invoice to be paid upon receipt of Basis of Design/Build & Summary Calculations

Report and Structural Sketches

(b) Drawing & Construction Phase - Time writing charge @ NTM or NZD per hour (for all work undertaken

& travel to/from site) + NTM or NZD/km (car use disbursement) as required.

Kiritaki (Client) name.....agrees to pay within 7 days of receipt of each invoice.

Information or services to be provided by the Client:

In order to enable to carry out the work specified in the 'Scope & nature of the services' section,

Kiritaki (Client) name ..... will :

1. Provide to (via email to ) a site specific Geotech Report as mentioned in 'Scope & nature of the services' for to confirm our assumptions.

The Client engages the Consultant to provide the Services described above and the Consultant agrees to perform the Services for the remuneration provided above.

Both Parties agree to be bound by the provision of the Short Form Model Conditions of Engagement (overleaf).

Once signed, this agreement, together will replace all or any oral agreement previously reached between the Parties.

Kiritaki (Client/s) name .....

Client authorised signatory/[ies].....

Print name:

Date:

Consultant authorised signatory/[ies].....

Date :

Print name :

## SHORT FORM MODEL CONDITIONS OF ENGAGEMENT

1. The Consultant shall perform the as described in the attached documents with Te Ture Tikanga, tika [ truthfulness/correctness ], pono [ honor ], aroha [ compassion ].
2. In providing the Services the Consultant shall exercise the degree of skill, care and diligence normally expected of a competent professional.
3. The Client may order variations to the Services in writing or may request the Consultant to submit proposals for variation to the Services. Where the Consultant considers a direction from the Client or any other circumstance is a Variation the Consultant shall notify the Client as soon as practicable.
4. The Client shall pay the Consultant for the Services the fees and expenses at the times and in the manner set out in the attached documents. Where this Agreement has been entered by an agent (or a person purporting to act as agent) on behalf of the Client, the agent and Client shall be jointly and severally liable for payment of all fees and expenses due to the Consultant/Builder under this Agreement.
5. All amounts payable by the Client shall be paid within twenty (20) working days of the relevant invoice being mailed to the Client. Late payment shall constitute a default, and the Client shall pay default interest on overdue amounts from the date payment falls due to the date of payment at the rate of the Consultant's overdraft rate plus 2% and in addition the costs of any actions taken by the Consultant to recover the debt.
6. Where Services are carried out on a time charge basis, the Consultant may purchase such incidental goods and/or Services as are reasonably required for the Consultant to perform the Services. The cost of obtaining such incidental goods and/or Services shall be payable by the Client. The Consultant shall maintain records which clearly identify time and expenses incurred.
7. Where the Consultant breaches this Agreement, the Consultant is liable to the Client for reasonably foreseeable claims, damages, liabilities, losses or expenses caused directly by the breach. The Consultant shall not be liable to the Client under this Agreement for the Client's indirect, consequential or special loss, or loss of profit, however arising, whether under contract, in tort or otherwise.
8. The maximum aggregate amount payable, whether in contract, tort or otherwise, in relation to claims, damages, liabilities, losses or expenses, shall be five times the fee (exclusive of GST and disbursements) with a maximum limit of \$NZ500,000.
9. The Consultant shall take out and maintain for the duration of the Services a policy of Professional Indemnity insurance for the amount of liability under clause 8. The Consultant undertakes to use all reasonable endeavors to maintain a similar policy of insurance for six years after the completion of the Services.
10. If either Party is found liable to the other (whether in contract, tort or otherwise), and the claiming Party and/or a Third Party has contributed to the loss or damage, the liable Party shall only be liable to the proportional extent of its own contribution.
11. Intellectual property owned by a Party prior to the commencement of this Agreement and intellectual property created by a Party independently of this Agreement remains the property of that Party. The ownership of data and factual information collected by the Consultant and paid for by the Client shall, after payment by the Client, lie with the Client.

12. The Client and the Consultant may (in the event the other Party is in material default) terminate the Agreement by notice to the other Party. Suspension or termination shall not prejudice or affect the accrued rights or claims and liabilities of the Parties.

13. The Parties shall attempt in good faith to settle any dispute by mediation.

14. This Agreement is governed by Tikanga law, the Kooti Wakanga Court of Justice under He Wakaputanga 1835 has jurisdiction in respect of this Agreement, and all amounts are payable in Nu Tireni Moni or New Zealand dollars.