

STANDARD TERMS OF ENGAGEMENT

These Standard Terms of Engagement (Terms) apply with regard to all Services carried out by Willum Richards Consulting Ltd for our clients, except where Willum Richards Consulting Ltd. otherwise agree with the Client in writing.

Definition

In these Terms:

1. 'Director' means a director of Willum Richards Consulting Ltd.
2. 'Client', unless otherwise agreed in writing, shall be the party from whom the instruction is received.
3. 'WRCL' means Willum Richards Consulting Ltd.
4. "Services" means the services to be provided by WRCL to the Client under the Contract, together with any other services which WRCL provides or agrees to provide to the Client.

Confidentiality

WRCL undertakes not to disclose any information provided in confidence by the Client to any third party and will not permit access to such information by any third party unless the Client expressly grants permission, save where required to do so by an order of a competent court of law, or where required to its advisers, auditors or insurers. If information is provided by the Client in confidence, the Client undertakes to make it clear in writing what information is provided in confidence.

This undertaking shall not apply to:

1. the provision of information to sub-contractors in order for them to perform the Services sub-contracted, provided that similar confidentiality obligations apply to them; and
2. information which:
 1. would not reasonably be considered to be confidential;
 2. was already in the public domain;
 3. was already in the Surveyor/Consultant's possession; or
 4. was developed by the Surveyor/Consultant.

All such obligations of confidentiality will expire 12 months after the date of the report (or final report where there is more than one). WRCL will abide by the information privacy rules set out in the Privacy Act 2020.

Conflicts of Interest

Should WRCL identify a situation whereby there is or may be a conflict of interest. WRCL will advise the Client and the other party immediately and seek the Client's instructions.

Duty of Care

WRCL's duty of care is to the Client and not any other person or organisation. WRCL do not owe a duty of care to anyone else. Before any other person may rely on WRCL's advice, WRCL must expressly agree to this.

WRCL's Advice

The opinions WRCL provide as to the results of any claim are an expression of WRCL's professional judgement. They are not guarantees.

Liability

WRCL's advice relies on the facts and information provided by the Client and any information obtained during the course of any investigation or adjustment. WRCL do not accept any responsibility or liability for any mistakes or omissions in the information received or in WRCL's advice given as a result of any mistakes or omissions. WRCL shall have no liability to the Client for any loss, damage, delay or expense of whatsoever nature, whether direct or indirect and howsoever arising UNLESS same is proved to have resulted from the negligence or wilful misconduct of any of the Directors or employees of WRCL.

WRCL shall have no liability or responsibility for advising Client's with the maintenance or extension of any time-bars that there may be in respect of their claim(s).

WRCL's liability for any action, neglect or omission on the part of the Director(s) or employees of WRCL shall be strictly limited to the value of ten times WRCL's fees or NZ\$ 300,000 whichever is the lesser.

Any claims against WRCL by the Client shall be deemed to be waived and absolutely time barred upon the expiry of one year from the submission date of the report, Adjustment, Opinion or other advice to the Client.

Force Majeure

Neither WRCL nor the Client shall, except as otherwise provided in these Terms be responsible for any loss, damage, delay or failure in performance hereunder arising or resulting from any Act of God, act of war, seizure under legal process, sanctions, quarantine restrictions, strikes, boycotts, lockouts, riots, civil commotions and arrest or restraint of governments, rulers or people.

Sanctions

The Client warrants that it is not, at any point on entering into the Contract and throughout the duration of the provision of the Services, a sanctioned party or in breach of any sanctions and that provision of the Services to the Client will not put WRCL in breach of sanctions. If at any time during the performance of the Services, WRCL becomes aware that the Client is in breach of this warranty, it may terminate the Contract with immediate effect.

The Client shall indemnify WRCL against any and all claims, losses, damages, costs and fines whatsoever suffered by WRCL resulting from any breach of this warranty.

Fees and expenses

Unless otherwise agreed in writing, WRCL charge for WRCL's time on an hourly rate basis.

Where specific expenses are incurred in relation to the Client's matter, these will be billed at cost. There will also be a charge for postage, petties and sundry out of pocket expenses.

WRCL reserve the right to issue interim invoices before the completion of a matter and all invoices are payable upon receipt.

WRCL reserve the right to charge interest (at the current Bank business base lending rate) on invoices that remain unpaid after 30 days of the invoice date.

If the Client is a New Zealand resident or entity WRCL's invoices will include any New Zealand Goods and Services Tax (GST) applicable to the services WRCL supply to the Client.

All fees must be paid in New Zealand dollars unless agreed otherwise.

Where an arrangement is made to send an invoice to another person appointed by the Client and that person fails to pay the invoice, the Client remain liable to pay that invoice.

Should WRCL not receive payment of WRCL's fees from the Client, WRCL reserve the right to suspend all work for the Client and to retain WRCL's files until WRCL receive the due payment and any interest payable thereon.

Where the Client's matter involves a transaction that may end up in a settlement, WRCL reserve the right to deduct all WRCL's fees and expenses before WRCL distribute any settlement funds to the Client. Should the Client fail to make a payment the Client will be held responsible for any reasonable debt collection and all legal costs and disbursements that WRCL incur in the debt collection process.

If, in the course of the matter, WRCL are required to appoint lawyers, experts or other third parties, The Client agrees that WRCL may appoint such parties without reference to the Client where this is reasonable. WRCL will seek the Client's prior approval where any such engagement is likely to result in a substantial charge. For such appointments, WRCL are deemed to act as the Client's agent on the Client's behalf, and the Client are primarily responsible, as principal, for the payment of any costs incurred upon presentation of invoices.

Retention of Files and Documents

WRCL will, subject to any legal requirement, retain the Clients file on any matter for a minimum of 6 years after the matter has been concluded. WRCL may hold the file electronically rather than physically, whereafter WRCL may destroy the file without further instruction or communication from or with the Client.

Termination

The Client may terminate WRCL's engagement at any time. If the engagement is terminated the Client must pay us all fees due and expenses incurred up to the date of termination.

Governing Law

These Terms shall be governed by and construed in accordance with New Zealand law and New Zealand Courts have exclusive jurisdiction.