

# General Terms & Conditions

## Definitions

**“GPA”** shall mean The Good P.A Limited trading as Varntige. **“You”** shall mean any person or entity purchasing services from the Company and/or any person acting on behalf of and with the authority of the Customer. **“Services”** shall mean the services provided by the GPA.

### 1. Contract

These are the general terms and conditions (“General Terms”) and govern the Services we will provide to you. You will also be provided with additional terms and conditions specific to the Services you engage us to provide you (“Specific Terms”). You agree by sighting this document and proceeding to engage us to provide the Services that you are bound by the General Terms.

### 2. Our Services

GPA will provide the Services as required. GPA will use all reasonable commercial efforts to provide the Services in an efficient and timely manner and maintain the appropriate professional standard, using reasonable care, skill and expertise. GPA will always work within New Zealand law.

### 3. Hours of Work

Our office hours are Monday to Friday, 9.00am to 5.00pm. GPA are not open on weekends and public holidays. We close over the Christmas period for up to three weeks. GPA are occasionally out of the office for lunches, team meetings or other events. If this will be for a prolonged period, you will be notified by email. If you require any work to be completed on any days that we are closed, this will need to be discussed with us prior. We charge as standard 1.5 times our standard hourly rates, outlined in point 7. For work completed outside of our office hours.

### 4. Communication

During our performance of the Services GPA may wish to send messages and documents electronically. You acknowledge that electronic communication carries with it the possibility of inadvertent misdirection, interception or non-delivery of confidential material.

If you do not consent to the use of electronic communication in the course of providing the Services, you should notify us in writing. GPA do not accept responsibility and will not be liable for any damage or loss caused in connection with the interception or corruption of an electronic communication or if it contains a virus. GPA will not be liable for any damage or loss arising as a result of any unauthorised copying, recording, reading or interference with that document, for any delay or non-delivery of any document and for any damage caused to your system or any files by that message or document.

GPA produce electronic newsletters. GPA may add you to our database so that you will receive newsletters and invitations to seminars that GPA consider will be useful to you. However, please let us know if you do not want to receive any such correspondence.

### 5. Confidentiality

All of our discussions, meetings and material (written and electronic) are confidential and GPA agree to keep this information confidential. GPA will not give this information to anyone outside of our organisation without your express consent. All computers and laptops are locked when not attended and a password is required when logging in. All passwords are kept secure in password protection software.

### 6. Proposal Documents

Proposal documents are only valid until their expiry date. Our Proposal documents are confidential and are provided only for the intended recipient and must not be published, shared, or distributed without our consent.

## **7. Pricing**

Our prices are in New Zealand dollars and are exclusive of GST unless otherwise stated. The Services GPA provide may be based on set prices for specific packages and/or Services. The set prices are clearly displayed on the Services at the time of purchase.

Where no price is stated in writing the Services will be charged to you on a time basis. Time is billed in minute increments per hour at the following rates:

\$99 + gst per hour for Administration and Bookkeeping Services

\$119 + gst per hour for Graphic Design and Website Services

\$149 + gst per hour for Software Set-up, Training and Small Business Consulting Services

No matter what package or Service you are using you will be charged for a minimum of 1 hour per month in each month you use our Services.

GPA often on-charge consumables such as printing and postage, stock photos and anything else we require to complete the services required. GPA will endeavor to inform you of these charges ahead of time, however these will be on-charged at the price GPA pay for them plus a potential mark-up.

## **8. Payment**

If it has been agreed that you will not pay for the Services at the time of engagement, all invoices will be sent at the end of each month and are due 7 days from the date of the invoice ("the Due Date").

If the invoice remains unpaid 30 days from the Due Date the outstanding balance will incur 2.5% interest added per month from the Due Date until the total invoice amount is paid. If the debt remains unpaid for longer than 60 days GPA reserves the right to place your outstanding debt in debt collection.

Any expenses, disbursements and legal costs incurred by GPA in the enforcement of any rights contained in these Terms and Conditions shall be paid by You including all solicitor's fees and/or debt collection agency fees.

## **9. Termination**

GPA shall without any liability and without prejudice to any other right it has in law or equity have the right by notice to suspend or cancel the contract in whole or in part if you fail to pay any money owing after the Due Date or the if you commit an act of bankruptcy.

Any cancellation or suspension of this contract shall not affect our claim for money due at the time of cancellation or suspension or for damages for any breach of any terms of this contract or your obligations to GPA under this contract. These Terms shall apply to all Services provided by GPA to you and shall take precedence over any terms (either written or oral) which may be offered to you.

If you wish to cancel your Service that GPA are providing you, we require one month written notice of your intention to cancel. In the event you cancel your Service, you will still be required to pay the invoice for the month in which you cancelled.

## **10. Liability**

In providing the Services in accordance with these terms and conditions, GPA shall take reasonable skill and care. GPA rely on the accuracy of the information provided by you in completing the Service.

The Consumer Guarantees Act 1993, the Fair Trading Act 1986 and other statutes may imply warranties or conditions or impose obligations on GPA which cannot by law (or which can only to a limited extent by law) be excluded or modified. In respect of any such implied warranties, condition or terms imposed on GPA, GPA's liability shall where it is allowed be excluded or if it is not able to be excluded only apply the minimum extent required by the relevant statute.

Except as otherwise provided by law GPA shall not be liable for:

- a. Any loss or damage of any kind whatsoever including consequential loss whether suffered or incurred by You or any other person and whether in contract or tort (including

negligence) or otherwise and irrespective of whether such loss or damage arises directly or indirectly from Work provided by GPA to You; and

- b. You shall indemnify GPA against all claims and loss of any kind whatsoever however caused or arising and without limiting the generality of the foregoing whether caused or arising as a result of the negligence of GPA or otherwise brought by any person in connection with any matter, act, omission or error by GPA its agents or employees in connection with the Services.

### **11. Disputes**

In the event of a dispute arising out of the contract between GPA and You, either party may give written notice ("the Notice") no later than 14 days following the event/s giving rise to the dispute, to the other party specifying the nature of the dispute or disagreement, the remedy sought and requiring that the dispute be settled in accordance with this clause.

Each party shall appoint a representative who has authority to determine the dispute and advise the name of that representative to the other party in writing. If a party does not advise the name of their representative within fourteen days of the date of the Notice, either party may refer the dispute to mediation or file proceedings in Court.

The representatives shall act in good faith to see if they can resolve the dispute. All discussions, meetings and correspondence between the two representatives shall be deemed without prejudice and without concession of liability and shall not be used by either party in any later proceedings unless both parties agree or agreement is reached but one party fails to honour the agreement.

If the two representatives cannot reach agreement within 45 days of the date of the Notice, either party may refer the dispute to mediation or file proceedings in Court or the Disputes Tribunal.

### **12. Defects**

Any dispute as to the quality of the Services delivered must be notified to GPA in writing within seven (7) days of the date of Delivery of the Service. We shall at its own cost rectify any defects in the Product caused by GPA which are notified within seven (7) days.

### **13. Privacy Act 2020**

GPA may collect Personal Information about you, your representatives, your clients and others when we provide Services to you. If we do, you agree to work with us to ensure that we both meet the obligations that we each may have under the Privacy Act 2020 NZ (as amended). The obligations may include notifying the relevant person to whom the personal information relates who we are and how we propose to use their personal information. Where you have collected personal information, you confirm that you have collected the personal information in accordance with the Privacy Act, that you are entitled to provide this personal information to us and that we may use and disclose the personal information for the purpose/s we provide our Services to you. We will handle personal information in accordance with the Privacy Act.

### **14. Intellectual Property**

You acknowledge that you will not acquire, any right, title or interest in GPA's intellectual property (including any intellectual property in the Services), and neither these terms nor your use of GPA's intellectual property transfers any title or ownership in any of the same to you.

### **15. Client Due Diligence**

In order for GPA to comply with the requirements of the Anti-Money Laundering and Countering Financing of Terrorism Act 2009 (AML/CFT Act), GPA may be obliged to obtain certain personal information from you. This information includes your full name, your date of birth, your place of birth, and your address, and evidence to verify this information.

The information GPA may require from you to complete customer due diligence in accordance with the AML/CFT Act will differ depending on the nature of your entity (for example, individuals, companies, and trusts are subject to different requirements) and the level of assessed risk, which determines if standard, simplified, or enhanced due diligence is required. Information required may include (without limitation) passports, address verification by way of recent utility bill, bank statement, or government agency letter,

Certificates of Incorporation or Registration, Trust Deed or Partnership Agreement, proof of authority of instructing person, and proof of source of funds.

#### **16. Miscellaneous**

GPA shall not be liable for delay or failure to perform its obligations if the cause of the delay or failure is beyond its control. Failure by GPA to enforce any of the terms and conditions contained in this contract shall not be deemed to be a waiver of any of the rights or obligations of GPA under this contract.

If any provision of this contract is found to be invalid, void or illegal or unenforceable, the validity existence legality and enforceability of the remaining provisions shall not be affected prejudiced or impaired.

This contract shall be governed in accordance with the applicable laws of New Zealand.