

Biz Support Solutions Limited - Terms and Conditions

1. Services

- 1.1 The Services shall be as described on any invoices, quotation, work authorisation, or any other forms which are provided by the Consultant to the Client.
- 1.2 "Incidental Items" means any goods, documents, designs, drawings or materials supplied, consumed, created or deposited incidentally by the Consultant in the course of it conducting, or supplying to the Client, any Services.

2. Price and Payment

- 2.1 The Price shall be as indicated on invoices provided by the Consultant to the Client in respect of the Services supplied.
- 2.2 Time for payment for the Services shall be of the essence and will be stated on the invoice, quotation or any other order forms. If no time is stated then payment shall be due on delivery of the Services.
- 2.3 The Price shall be increased by the amount of any GST and other taxes and duties, which may be applicable, except to the extent that such taxes are expressly included in any quotation given by the Consultant.

3. Default and Consequences Of Default

- 3.1 Interest on overdue invoices shall accrue daily from the date when payment becomes due, until the date of payment, at a rate of two and a half percent (2.5%) per calendar month (and at the Consultant's sole discretion such interest shall compound monthly at such a rate) after as well as before any judgment.
- 3.2 If the Client owes the Consultant any money the Client shall indemnify the Consultant from and against all costs and disbursements incurred by the Consultant in recovering the debt (including but not limited to internal administration fees, legal costs on a solicitor and own client basis, the Consultant's collection agency costs, and bank dishonour fees).
- 3.3 Further to any other rights or remedies the Consultant may have under this contract, if a Client has made payment to the Consultant by credit card, and the transaction is subsequently reversed, the Client shall be liable for the amount of the reversed transaction, in addition to any further costs incurred by the Consultant under this clause 3 where it can be proven that such reversal is found to be illegal, fraudulent or in contravention to the Client's obligations under this agreement.

4. Title

- 4.1 The Consultant and the Client agree that where it is intended that the ownership of Incidental Items is to pass to the Client that such ownership shall not pass until:
- (a) the Client has paid the Consultant all amounts owing for the Services; and
 - (b) the Client has met all other obligations due by the Client to the Consultant in respect of all contracts between the Consultant and the Client; and
 - (c) the Client must not sell, dispose, or otherwise part with possession of the Incidental Items. If the Client sells, disposes or parts with possession of the Incidental Items then the Client must hold the proceeds of sale of the Incidental Items on trust for the Consultant and must pay or deliver the proceeds to the Consultant on demand.

5. Cancellation

- 5.1 In the event that the Client cancels delivery of the Services the Client shall be liable for any and all loss incurred (whether direct or indirect) by the Consultant as a direct result of the cancellation (including, but not limited to, any loss of profits).

6. Personal Property Securities Act 1999 ("PPSA")

- 6.1 Upon assenting to these terms and conditions in writing the Client acknowledges and agrees that:
- (a) these terms and conditions constitute a security agreement for the purposes of the PPSA; and
 - (b) a security interest is taken in all Incidental Items and/or collateral (account) – being a monetary obligation of the Client to the Consultant for Services – that have been

previously supplied by the Consultant to the Client (if any) and that will be supplied in the future by the Consultant to the Client.

- 6.2 The Client undertakes to:

- (a) sign any further documents and/or provide any further information (such information to be complete, accurate and up-to-date in all respects) which the Consultant may reasonably require to register a financing statement or financing change statement on the Personal Property Securities Register;
- (b) indemnify, and upon demand reimburse, the Consultant for all expenses incurred in registering a financing statement or financing change statement on the Personal Property Securities Register or releasing any Incidental Items charged thereby;
- (c) not register a financing change statement or a change demand without the prior written consent of the Consultant.

- 6.3 The Consultant and the Client agree that nothing in sections 114(1)(a), 133 and 134 of the PPSA shall apply to these terms and conditions.

- 6.4 The Client waives its rights as a debtor under sections 116, 120(2), 121, 125, 126, 127, 129, 131 and 132 of the PPSA.

- 6.5 Unless otherwise agreed to in writing by the Consultant, the Client waives its right to receive a verification statement in accordance with section 148 of the PPSA.

- 6.6 The Client shall unconditionally ratify any actions taken by the Consultant under clauses 6.1 to 6.5.

7. Privacy Act 1993

- 7.1 The Client authorises the Consultant or the Consultant's agent to:

- (a) access, collect, retain and use any information about the Client:
 - (i) (including any overdue fines balance information held by the Ministry of Justice) for the purpose of assessing the Client's creditworthiness; or
 - (ii) for the purpose of marketing products and services to the Client.
- (b) disclose information about the Client, whether collected by the Consultant from the Client directly or obtained by the Consultant from any other source, to any other credit provider or any credit reporting agency for the purposes of providing or obtaining a credit reference, debt collection or notifying a default by the Client.

- 7.2 Where the Client is an individual the authorities under clause 7.1 are authorities or consents for the purposes of the Privacy Act 1993.

- 7.3 The Client shall have the right to request the Consultant for a copy of the information about the Client retained by the Consultant and the right to request the Consultant to correct any incorrect information about the Client held by the Consultant.

8. Liability Limitations

- 8.1 The liability limitations of the Consultant, its partners, associates, and employees shall exclude any indirect loss and/or expense (including loss of profit) suffered by the Client arising out of a breach by the Consultant of these terms and conditions.

- 8.2 The Client agrees, to the extent permitted by law, that the liability to the Client of the Consultant, its partners, associates and employees or contractors in any way arising from or connected with this engagement including, without limitation, liability for negligence, shall be limited to damages which under no circumstances shall exceed the Price.

- 8.3 The Client agrees to indemnify the Consultant, its partners, associates, employees and any other person who may be sought to be made liable in excess of the limit of liability described in clause 8.2 in respect of any activity arising from or connected with these terms in respect of any claim of whatever kind, including negligence, that may be made by any person and any costs and expenses that may be incurred by the Consultant.