

Terms of Engagement

These Standard Terms of Engagement ("Terms") govern all work performed by us for you, unless otherwise agreed in writing.

1. Definitions

1.1 "Contract" refers to these Terms, along with any Price, order, invoice, or other document or amendments deemed supplementary to this Contract.

1.2 "My Office Support Ltd" includes its successors, assigns, or any individual acting on its behalf with its authority.

1.3 "Client" means any individual or entity requesting My Office Support Ltd to provide the Works as outlined in any proposal, price, order, invoice, or other documentation. This term includes:

- (a) All Clients collectively if there is more than one.
- (b) Each partner in a partnership, bound jointly and severally.
- (c) Trustees if the Client is part of a Trust, bound in their capacity as a trustee.
- (d) The Client's executors, administrators, successors, and permitted assigns.

1.4 "Works" encompasses all services (including consultation, manufacturing, and/or installation) or Materials provided by My Office Support Ltd to the Client upon request. The terms 'Works' and 'Materials' are interchangeable where context allows.

1.5 "Confidential Information" includes confidential details, whether oral, written, or electronic, such as this Contract, intellectual property, operational information, know-how, trade secrets, financial and commercial data, contracts, client information (including Personal Information like name, address, date of birth, occupation, driver's license, electronic contact details, medical insurance, next of kin, credit applications, credit history), and pricing details.

1.6 "Cookies" are small files stored on a user's computer, designed to hold data (including Personal Information) specific to the Client and website. Cookies can be accessed by either the web server or the Client's computer. Clients can choose to enable or disable Cookies via the website's settings before placing an order.

2. Price

2.1 "Price" refers to the amount payable for the Works, plus any applicable Goods and Services Tax (GST), as agreed between My Office Support Ltd and the Client in accordance with Clause 6 below.

2.2 My Office Support Ltd, at its sole discretion, may determine the Price in one of the following ways: (a) The Price indicated on invoices issued by My Office Support Ltd to the Client for the Works performed or Materials supplied; or (b) My Office

Support Ltd's quoted Price (subject to Clause 6.2), which will be binding if the Client accepts the quoted Price in writing within thirty (30) days.

2.3 My Office Support Ltd reserves the right to adjust the Price under the following conditions: (a) If a request is made for a change in the Materials to be supplied; (b) If a request is made for a change in the Works originally scheduled, including any applicable plans or specifications; or (c) If there are increases in the cost of labour or Materials beyond My Office Support Ltd's control.

2.4 Any variations will be charged based on My Office Support Ltd's Price and will be detailed in writing as variations on the invoice. The Client must respond to any submitted variation within ten (10) working days. Failure to respond will entitle My Office Support Ltd to add the cost of the variation to the Price. Payment for all variations must be made in full upon completion.

2.5 A non-refundable deposit may be required at the sole discretion of My Office Support Ltd.

2.6 Payment for the Works is essential, and the Price will be payable by the Client on the date(s) determined by My Office Support Ltd, which may include: **(a)** Upon completion of the Works; (b) Progress payments according to My Office Support Ltd's specified progress payment schedule, which may include the value of authorised variations and any product delivered but not yet installed; (c) The date specified on any invoice or payment form; (d) For approved Clients, twenty (20) days following the end of the month in which a statement is sent to the Client's address or address for notices; (e) In the absence of other arrangements, seven (7) days following the date of any invoice issued; or (f) Immediately upon ordering any non-stock or bespoke Goods requiring payment to a third-party supplier.

2.7 Payments may be made via electronic or online banking, or any other method agreed upon between the Client and My Office Support Ltd.

2.8 My Office Support Ltd may allocate any payments received from the Client to any invoice at its discretion, either at the time of receipt or later. In the event of default by the Client, My Office Support Ltd may re-allocate any previously received payments. If no specific allocation is made, payments will be deemed allocated to preserve the maximum value of My Office Support Ltd's Purchase Money Security Interest (as defined in the PPSA) in the Materials.

2.9 The Client is not entitled to set off or deduct from the Price any sums owed or claimed to be owed by My Office Support Ltd, nor to withhold payment of any invoice due to disputes over part of the invoice.

2.10 Unless otherwise stated, the Price does not include GST. The Client must pay an additional amount equal to any GST My Office Support Ltd must pay for any supply under this or any other agreement. GST must be paid without deduction or set-off at the same time and in the same manner as the Price. Additionally, the

Client must pay any other applicable taxes and duties beyond the Price, except where expressly included.

3. Penalty for Late Payment

3.1 Interest on overdue invoices will accrue daily from the due date until payment is made, at a rate of 2.5% per calendar month. My Office Support Ltd may, at its sole discretion, compound this interest monthly both before and after any judgment.

3.2 If the Client owes My Office Support Ltd any amount, the Client shall indemnify My Office Support Ltd against all costs and expenses incurred in recovering the debt. This includes, but is not limited to, internal administration fees, legal costs on a solicitor-client basis, collection agency fees, and bank dishonour fees.

3.3 In addition to any other rights My Office Support Ltd may have under this Contract, if a payment made by the Client is reversed, the Client will be liable for the reversed amount. The Client will also be responsible for any additional costs incurred by My Office Support Ltd if the reversal is found to be illegal, fraudulent, or in breach of the Client's obligations under this Contract.

3.4 Without affecting any other legal remedies, My Office Support Ltd may cancel all or part of any unfulfilled Client orders and demand immediate payment of all outstanding amounts if: (a) any amount payable to My Office Support Ltd becomes overdue or if My Office Support Ltd believes the Client will not be able to make a payment when due; (b) the Client exceeds any credit limit set by My Office Support Ltd; (c) the Client becomes insolvent or bankrupt, convenes a meeting with creditors, proposes or enters into an arrangement with creditors, or assigns assets for the benefit of creditors; or (d) a receiver, manager, liquidator (provisional or otherwise), or similar person is appointed in respect of the Client or its assets.

4. Performance of the Services

4.1 *Time:* We will use reasonable efforts to deliver the Services within the specified timeframe. However, any dates provided are indicative only and are not binding without our written agreement.

4.2 *Use of Reports:* Reports prepared or procured as part of the Services are intended solely for your use.

4.3 *Services Provided:* The Services we provide are limited to those outlined in the invoice, order form, or similar document issued to you.

5. Your Obligations

5.1 *Information:* You will provide us with the relevant information required for the provision of the Services. If we require further information, we will let you know. Incorrect or incomplete information may lead to additional work, and you agree to pay us a reasonable additional charge for that work.

5.2 Legal compliance: You are responsible for ensuring that you comply with the law.

5.3 Health and Safety: You must ensure that your premises comply with relevant health and safety laws and regulations and must inform us of any applicable rules and of any risks of which we should be aware.

5.4 Right to delay or cancel: We may delay or cancel the Services if we consider that there are hazards or risks that are not compliant with laws or that may impact on our ability to perform the Services safely.

6. Our Obligations and Warranties

6.1 General Warranties: (a) we have the right to enter into this Agreement; (b) we will perform the Services with reasonable skill and care and in accordance with all applicable laws.

6.2 We will make every effort to ensure that our personnel adhere to any health and safety and security requirements you have communicated while they are on your premises.

6.3 Specific Exclusions: Unless expressly agreed in writing: (a) Bookkeeping Services provided are limited to the collection, classification and summarisation of financial information supplied by you to us. (b) We do not express an opinion on the accuracy of the material we compile. (c) The Services do not include an audit or review of financial information, and we are not responsible for the accuracy of any such information. You should seek advice from a Chartered Accountant or similar professional advisor if you need an opinion on financial information.

7. Client Care and Service Information

7.1 My Office Support Ltd will provide Services in accordance with the Code of Ethical Conduct as prescribed by the Institute of Certified NZ Bookkeepers, which includes: (a) Acting competently, in a timely way, and in accordance with instructions received and arrangements made. (b) Protecting and promoting your interests and acting for you free from compromising influences or loyalties. (c) Discussing your objectives with you and how they should best be achieved. (d) Providing you with information about the work to be done, who will do it, and the way the Services will be provided. (e) Charging you a fee that is fair and reasonable and letting you know how and when you will be billed. (f) Giving you clear information and advice. (g) Protecting your privacy and ensuring appropriate confidentiality. (h) Treating you fairly, respectfully, and without discrimination. (i) Keeping you informed about the work being done and advising you when it is completed. (j) Dealing with any complaints promptly and fairly.

8. Compliance and Due Diligence

8.1 Compliance: We comply with all applicable laws, including those relating to anti-money laundering, countering financing of terrorism, tax, and client reporting.

8.2 We may undertake client due diligence and provide information to third parties where required by law.

8.3 You must ensure that all information provided to us is accurate and complete. Inaccurate or incomplete information may result in the termination of the engagement or refusal to provide the Services.

9. Confidentiality

9.1 Both parties must maintain the confidentiality of the existence and terms of this Agreement, as well as any confidential or sensitive information provided by the other party, during the term of this Agreement and after its termination. Disclosure of such information is only permitted if required by law or if the information becomes publicly available without breaching the confidentiality obligations of this Agreement. Information may be disclosed to legal and other advisers, bankers, and individuals who are bound by confidentiality obligations.

10. Termination

10.1 By My Office Support Ltd: This Agreement may be terminated by us giving 30 days' written notice. We will not be liable for any loss or damage arising from such termination. 10.2 By the Client: You may terminate this Agreement by giving us 30 days' written notice. You will be liable for any costs incurred up to the date of termination.

11. Liability

11.1 Limitation of Liability:

(a) Claims: We will not be liable for any unsatisfactory Services unless you notify us in writing within three (3) months of the Services being performed.

(b) Remedies: At our discretion, we may choose to either replace or credit the cost of any Services for which a valid claim is made or refund a portion of the price paid. This will fully discharge our legal liability.

(c) Damage Limitations: If either party is liable for direct losses due to a breach of this Agreement or negligence, the maximum liability is limited to the Fees paid for the Services related to the claim or the maximum amount covered under our Professional Indemnity insurance, if applicable. This limitation does not apply to losses caused by fraud, wilful breach, or wilful damage.

(d) Exclusions: We are not liable for any losses caused by you, or any losses resulting from your failure to take reasonable steps to prevent or minimize such losses.

(e) Indirect Damages: Neither party will be liable for indirect, special, consequential, or similar damages, including but not limited to loss of profit, revenue, or other financial or economic losses, even if advised of the possibility of such damages.

11.2 Indemnity: You agree to indemnify us against all direct, indirect, and consequential losses, damages, costs (including legal fees), fines, and penalties arising from the Services we provide to you.

11.3 Business Purposes: If you are acquiring the Services for business purposes, you acknowledge that the Consumer Guarantees Act 1993 does not apply and is expressly excluded.

Complaints

12.1 If you have a complaint about us or our services, you may:

(a) Direct your complaint to the bookkeeper responsible for your work.

(b) If you prefer not to address your complaint with that person, or if you are dissatisfied with their response, you may also submit your complaint to the complaints service provided by the Institute of Certified NZ Bookkeepers. For this, please contact the Institute at www.icnzb.org.nz.

General

13.1 Events Beyond Our Control: If an event beyond our reasonable control, such as government orders, strikes, lockouts, labour disputes, transit delays, difficulties in obtaining components or equipment, embargoes, accidents, emergencies, acts of God, or pandemics, interferes with our ability to fulfil our obligations under this Agreement, we may, at our sole discretion, suspend our performance or cancel the Agreement without liability.

13.2 Waiver: This Agreement remains effective despite any neglect, forbearance, or delay in enforcement. We will only be considered to have waived any condition if the waiver is documented in writing and applies specifically to the transaction in question.

13.3 Severability: If any clause or provision of these Terms is found to be illegal or unenforceable by a court or tribunal with competent jurisdiction, that clause will not apply to this Agreement. The remaining provisions will continue in full force and effect as if the invalid clause had not been included.

13.4 All emails, documents, images, and other recorded information held or used by My Office Support Ltd are considered Personal Information as defined in clause 13.8 and are therefore treated as confidential. My Office Support Ltd is committed to handling, using, disclosing, and processing Personal Information in accordance with the Privacy Act 2020 (the Act), including Part II of the OECD Guidelines and Schedule 8 of the Act. For clients in the European Economic Area (EEA), My Office Support Ltd also adheres to EU Data Privacy Laws, including the General Data Protection Regulation (GDPR). If My Office Support Ltd becomes aware of any data breaches or unauthorized disclosures of the Client's Personal Information that may cause serious harm, we will notify the Client in accordance with the Act and/or GDPR. Any release of Personal Information must comply with My Office Support Ltd Terms & Conditions of Trade and receive written consent from the Client, unless required by law.

13.5 Cookies and Tracking Technologies: Privacy limitations also apply to the use of Cookies and similar tracking technologies on the My Office Support Ltd website. My

Office Support Ltd will disclose the use of Cookies, pixels, and web beacons, which collect Personal Information such as the Client's IP address, browser type, and website usage. If the Client consents to the use of Cookies and later wishes to withdraw that consent, they can manage privacy settings through their web browser, including deleting Cookies from their browser history.

13.6 Authorization to Collect and Use Information: The Client authorizes My Office Support Ltd or its agents to:

(a) Access, collect, retain, and use information about the Client for:

(i) Assessing creditworthiness, including personal details, previous credit applications, credit history, and any overdue fines held by the Ministry of Justice.

(ii) Marketing products and services to the Client.

(b) Disclose Client information to credit providers or reporting agencies for credit references, debt collection, or notifying defaults.

13.7 Privacy Act Compliance: For individual Clients, the authorizations in clause 13.1 serve as consents under the Privacy Act 2020.

13.8 Access and Correction Rights: The Client has the right to request a copy of their Personal Information held by My Office Support Ltd and to request corrections to any inaccuracies.

13.9 Electronic Communications: By default, you consent to receive commercial electronic messages from us. If you wish to opt out, please inform us in writing, and we will remove you from our mailing list.