

TERMS AND CONDITIONS

In these Terms and Conditions, "we," "us," and "our" refer to Expound NZ, and "you" refers to our customer. By ordering Work from us, you agree to these Terms and Conditions.

1. **PROVISION OF SERVICES** 1.1 Each request for services made to us is subject to these Terms and Conditions. 1.2 You must provide accurate and complete information required for the services. 1.3 We do not review the quality of information provided by you and have no liability for errors or omissions.
2. **ESTIMATES** 2.1 Any price given for the anticipated cost is an estimate ("the Estimate"). 2.2 We may require a 25% deposit of the Estimate before commencing the Work.
3. **PRICE** 3.1 You shall pay the Actual Cost, calculated based on service hours, Interpretation time, disbursements, and interpreter travel time. 3.2 Prices are plus GST and other taxes in New Zealand dollars. 3.3 The Estimate and Actual Cost depend on factors outlined in Appendix A, subject to change.
4. **TERMS OF PAYMENT** 4.1 A deposit may be required before commencing the Work. 4.2 Payment is due on the 20th day of the month following our invoice date. 4.3 Default interest at 10% per annum accrues on overdue payments. 4.4 Cash payment is required until the total amount is paid in full. 4.5 Cessation of Work does not relieve you of outstanding amounts.
5. **PERFORMANCE OF WORK** 5.1 We will perform the Work with skill, care, and diligence. 5.2 You must provide reasonable assistance for us to complete the Work.
6. **LIMITATION OF LIABILITY** 6.1 We exclude all warranties, conditions, or obligations not legally permitted to be excluded. 6.2 The Consumer Guarantees Act 1993 does not apply if acquiring Work for business purposes. 6.3 Our liability is limited to the amount of the Actual Cost.
7. **INTELLECTUAL PROPERTY** 7.1 No ownership transfer of Intellectual Property in your information. 7.2 Intellectual Property in our processes remains ours.
8. **NOTICES** 8.1 Notices may be given by phone, in person, posted, or sent by fax or email.
9. **VARIATION** 9.1 We can vary these Terms and Conditions with notice.
10. **CONFIDENTIALITY** 10.1 Parties acknowledge the confidential nature of all information received. 10.2 Confidential Information may be disclosed as outlined in 10.2a-c.
11. **COSTS** 11.1 You must pay our costs for the enforcement of our rights under these Terms and Conditions.
12. **CREDIT INFORMATION** 12.1 You consent to enquiries about your financial standing and creditworthiness.

13. **TERMINATION** 13.1 Either party may terminate these Terms and Conditions with 14 days' notice, or as agreed.

14. **GOVERNING LAW** 14.1 These Terms and Conditions are governed by New Zealand law.

15. **ASSIGNMENT** 15.1 You must not subcontract or assign these Terms and Conditions.

16. **DISPUTES** 16.1 Parties must follow dispute resolution procedures outlined in clause 16.

17. **DEFINITIONS** 17.1 In these Terms and Conditions:

- "Confidential Information" means disclosed proprietary information.
- "Intellectual Property" includes all intellectual property rights.
- "Work" refers to our services and any final materials produced.

These Terms and Conditions are effective from 27/11/2023 and may be updated with notice.