

SHORT FORM AGREEMENT FOR CONSULTANT ENGAGEMENT (COMMERCIAL)

BETWEEN:.....

(CLIENT)

AND:.....

(CONSULTANT)

PROJECT:

LOCATION:

SCOPE & NATURE OF THE SERVICES:

PROGRAMME FOR THE SERVICES:

FEES & TIMING OF PAYMENTS:

INFORMATION OR SERVICES TO BE PROVIDED BY THE CLIENT:

The Client engages the Consultant to provide the services described above and the Consultant agrees to perform the services for the remuneration provided above. Both parties agree to be bound by the provision of the Short Form Model Conditions of Engagement (overleaf), including clauses 1 and 7, and any variations noted below. Once signed, this agreement, together with the conditions overleaf and any attachments, will replace all or any oral agreement previously reached between the parties.

VARIATIONS TO THE SHORT FORM MODEL CONDITIONS OF ENGAGEMENT (OVERLEAF):

CLIENT AUTHORISED SIGNATORY (IES)

PRINT NAME:

DATE:

CONSULTANTS AUTHORISED SIGNATORY (IES):

PRINT NAME:

DATE:

SHORT FORM MODEL CONDITIONS OF ENGAGEMENT

(COMMERCIAL)

1. The Consultant shall perform the Services as described in the attached documents. The Client and the Consultant agree that the Services are acquired for the purposes of a business and that the provisions of the Consumer Guarantees Act 1993 are excluded in relation to the services.
2. In providing the Services the Consultant shall exercise the degree of skill, care and diligence normally expected of a competent professional.
3. The Client shall provide to the Consultant, free of cost, as soon as practicable following any request for information, all information in his or her power to obtain which may pertain to the Services.

The Consultant shall not, without the Client's prior consent, use information provided by the Client for purposes unrelated to the Services. In providing the information to the Consultant, the Client shall ensure compliance with the Copyright Act 1994 and shall identify any proprietary rights that any other person may have in any information provided.

4. The Client shall pay the Consultant for the Services the amount of fees and expenses at the times and in the manner set out in the attached documents. Where this Agreement has been entered by an Agent (or a person purporting to act as Agent) on behalf of the Client, the Agent and Client shall be jointly and severally liable for payment of all accounts due to the Consultant under this Agreement.
5. All amounts payable by the Client shall be paid within twenty (20) working days of the relevant invoice being mailed to the Client. Late payment shall constitute a default and the Client shall pay default interest on overdue amounts from the date payment falls due to the date of the payment at the rate set out in the attached documents.
6. Where services are carried out on a time charge basis, the Consultant may purchase such incidental goods and/or Services as are reasonably required for the Consultant to perform the Services. The cost of obtaining such incidental goods and/or Services shall be payable by the Client. The Consultant shall maintain records which clearly identify time and expenses incurred.
7. The liability of the Consultant to the Client in respect of his or her Services for the project shall be limited to the greater of five times the value of the fees (exclusive of GST and disbursements) or the sum of \$NZ 100,000. The Consultant acknowledges that the Consultant currently holds a policy of Professional Indemnity Insurance for the greater amount of \$NZ 100,000 or five times the value of the fees (exclusive of GST and disbursements). The Consultant undertakes to take all reasonable endeavours to maintain a similar policy of insurance for six years after the completion of the Services.
8. Neither the Client nor the Consultant shall be considered liable for any loss or damage resulting from any occurrence unless a claim is formally made on him or her within six years from completion of the Services.
9. The Consultant shall only be liable to the Client, either in contract or in tort, for direct loss or damage suffered by the Client as the result of a breach by the Consultant of his or her obligations under this Agreement.
10. The Client may order variations to the Services in writing or may request the Consultant to submit proposals for variation to the Services.
11. The Consultant shall retain copyright of all intellectual property prepared by the Consultant. The Client shall be entitled to use them or copy them only for the Works and the purpose for which they are intended. The ownership of data and factual information collected by the Consultant and paid for by the Client shall, after payment by the Client, lie with the Client. The Client may reproduce drawings, specifications and other documents in which the Consultant has copyright, as reasonably required in connection with the project but not otherwise. The Client shall have no right to use any of these documents where any or all of the fees and expenses payable to the Consultant have not been paid in accordance with this Agreement.
12. The Consultant has not and will not during the term of this Agreement or at any time after it, assume any obligation as the Client's Agent or otherwise which may be imposed upon the Client from time to time pursuant to the Health and Safety in Employment Act 1992 ("the Act") arising out of the engagement. The Consultant and the Client agree that, for the purpose of the Act, the Consultant will not be the person who controls the place of work in terms of the Act.
13. The Client may suspend all or part of the Services or terminate the Agreement by notice to the Consultant who shall immediately make arrangements to stop the Services and minimise further expenditure. Suspension or termination shall not prejudice or affect the accrued rights or claims and liabilities of the parties.
14. Disputes shall first be referred to conciliation for settlement. Unresolved disputes shall be referred to arbitration in accordance with the Arbitration Act 1996.
15. This Agreement is governed by the New Zealand law, the New Zealand courts have jurisdiction in respect of this Agreement, and all amounts are payable in New Zealand dollars.