

Terms and Conditions

Our Terms and Conditions of Trade are set out below and should be read and understood before signing your proposal.

1. Definitions

1. "CSL" shall mean Charitable Solutions Limited, or any agents or employees thereof
2. "Client" shall mean the Client, any person acting on behalf of and with the authority of the Client, or any person purchasing Services from CSL
3. "Services" shall mean all services provided by CSL to the Client and shall include without limitation all services and the completion and supply of relevant documentation and all charges for time and attendances, labour, hire charges, insurance charges, or any fee or charge associated with the supply of Services by CSL to the Client.
4. "Fee" shall mean the cost of the Services as agreed between CSL and the Client and includes all agreed deliverables as outlined in your proposal.

2. Acceptance

1. Any instructions received by CSL from the Client for the supply of Services shall constitute a binding contract and acceptance of the terms and conditions contained herein.
2. To the extent our services involve the performance of services established by law, nothing in the engagement letter or these terms reduce our obligations under such law.

3. Our Responsibilities

1. We will respect the confidentiality of information acquired during the delivery of our work and shall not disclose any such information to a third party.
2. We will immediately inform you of any matters that come to our attention which have the potential to negatively impact the successful completion of our work.
3. We will maintain current professional indemnity cover of at least \$1 million.

4. What we will not do

1. Our services are limited exclusively to those you have engaged us to perform, unless we agree otherwise and document our agreed changes to the proposal in writing.

5. Your Responsibilities

1. You will provide, in a timely manner, accurate and complete information as necessary to ensure the engagement can be completed on a timely basis.
2. You will keep us updated on a timely basis of any changes in your circumstances that may affect our services.
3. You authorise us to obtain information from all relevant parties we agree are necessary to perform our engagement.
4. You confirm that you, and any other person you nominate in writing from time to time (provided we have acknowledged such nomination), are authorised to give us instructions and information on behalf of all persons we are acting for and to receive our advice and documents on their behalf.

5. If we receive conflicting advice, information, or instructions from different persons, we may refer the matter to the governing body of the client and act only as requested by them.

6. Communication

1. You must advise of any changes to your contact details. We will send any communications to the last contact details you have provided. Unless you instruct us otherwise, we may, where appropriate, communicate with you and with third parties via email or by other electronic means. The recipient is responsible for virus checking emails and any attachments. There is a risk of non-receipt, delayed receipt, inadvertent misdirection, or interception by third parties in any form of communication, whether electronic, postal, or otherwise. We are not responsible for any such matters beyond our control.

7. Conflicts of Interest

1. We will inform you if we become aware of any conflict of interest in our relationship with you (including between the various persons this engagement letter covers) or in our relationship with you and another client. Where conflicts are identified which cannot be managed in a way that protects your interests or you do not consent to the way in which we propose to manage the conflict then we will be unable to provide further services to some or all the persons to whom the engagement applies. If this arises, we will inform you promptly.
2. We may act for other clients whose interests are not the same as or are averse to yours, subject to the obligations of conflicts of interest and confidentiality referred to above.

8. Fees and Payments

1. Our fees have been set based on the level of skill, responsibility, importance, and value of the advice provided.
2. Where we have provided you with an estimate of our fees for any specific work, this is an estimate only and our actual fee may vary.
3. Our fees are exclusive of GST, which will be added to our invoice where it is chargeable, unless the fee is clearly shown as GST inclusive.
4. Where no price is stated in writing or agreed to orally, the Services shall be deemed to be sold at the current amount as such Services are sold by CSL at the time of the contract.
5. The price may be increased by the amount of any reasonable increase in the cost of supply of the Services that is beyond the control of CSL between the date of the contract and supply of the Services.
6. Payment for Services shall be made as per the Agreed Fee within the proposal received prior to commencement of work. If no instalment arrangements have been made, then payment should be made in full, on or before the "DUE" date as shown on the invoice.
7. Accepted forms of payment –
 1. Bank deposit
 2. Automatic payment
 3. Direct Credit

8. A deposit may be required prior to commencing some work but will be outlined in the proposal.
9. Where an arrangement has not been entered into and agreed upon by both parties' interest may be charged on any amount owing after the due date at the rate of 5% per month or part month.
10. Any expenses, disbursements and legal costs incurred by CSL in the enforcement of any rights contained in this contract shall be paid by the Client, including any reasonable solicitor's fees or debt collection agency fees.
11. We may also suspend our services or to cease to act for you on giving written notice if payment of any fees are unduly delayed. We intend to exercise these rights only where it is fair and reasonable to do so.

9. Liability

1. The Consumer Guarantees Act 1993, the Fair Trading Act 1986 and other statutes may imply warranties or conditions or impose obligations upon CSL 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, conditions or terms imposed on CSL liability shall, where it is allowed, be excluded or if not able to be excluded only apply to the minimum extent required.
2. To the maximum extent permitted by law, our maximum aggregate liability (including all principals, partners, directors, or employees) under, or in conjunction with the proposal or its subject matter is limited to five times (5 x) the fee for your engagement.
3. You agree not to bring any claim against any of our principals, partners, directors, or employees in their personal capacity.

10. Consumer Guarantees Act 1993

1. The guarantees contained in the Consumer Guarantees Act 1993 are excluded where the Client acquires services from CSL for the purposes of a business in terms of Section 2 and 43 of that Act

11. Copyright, Intellectual Property and ownership of materials

1. CSL owns the copyright and all other intellectual property in all work, designs, systems, solutions, electronic data, and documents produced by CSL in connection with the Services provided pursuant to the engagement and the Client may use the work only if paid for in full, and for the purpose for which it was intended and supplied by CSL.
2. You agree CSL can use your logos and trademarks for the sole purpose of providing advice to you in connection with the engagement unless you tell us otherwise.

12. Personal Guarantee of Company Directors or Trustees

1. If the Client is a Company or Trust, in consideration for CSL agreeing to supply Services, the director(s) or trustee(s) signing this contract, and the Client, shall be jointly and severally liable under the terms and conditions of this contract, and for payment of all sums due hereunder.

13. Disclosure permissions

1. In accepting this engagement, you provide us with your express consent to disclose your information to:
 1. our service providers or regulatory bodies to the extent required to perform our services in respect to this engagement.

2. our professional advisors or insurers to the extent required to protect our interests in respect to this engagement.
 3. We use and have access to selected services that facilitate and complement the services we have available to provide to you. Unless you advise us to the contrary, you authorise us to disclose to the providers of those services your details solely to enable us to facilitate those services to you without obligation. You are free to opt out of this authority at any future time.
 4. On occasion, we may use your personal information, such as your address or contact details, to provide you with industry information or to introduce you to additional services that we offer. In this regard, we may, for example, send you written or electronic communications, electronic newsletters and/or invitations to events. If at any time you do not wish to receive information such as this, we invite you to contact us and we will not send you any additional information.
2. We will take reasonable steps to ensure any such recipient (other than a regulatory body) keeps such information confidential on the same basis we maintain in respect to your information (see clause 7.2).
 3. We may retain your information during and after our engagement to comply with our legal requirements or as part of our regular IT back-up and archiving practices, and also for professional reasons (e.g. to perform the work under this engagement or to comply with our professional and ethical obligations). We will continue to hold such information confidentially.
 4. We may mention that you are a client for promotional purposes.

14. Unsolicited Electronic Messages Act 2007

1. In accordance with the Unsolicited Electronic Messages Act 2007, you consent to receiving emails, texts or other electronic transmissions such as newsletters, items of interest or promotional material involving our firm, unless you notify us to the contrary.

15. Privacy

1. We may collect, store, use and disclose your personal information for the purposes of providing the services described in the proposal to you and to comply with our obligations in clause 7 and in accordance with the disclosure permissions outlined in clause 13. We will comply with the Privacy Act 2020 when collecting, storing, using and sharing your personal information. Our Privacy Policy provides further details of our privacy practices and our obligations to you.

16. Should our engagement end

1. Either party may terminate this agreement by providing not less than 30 days written notice to the other party except where a conflict of interest has arisen, you fail to cooperate with us, or we have reason to believe that you have provided us or any other person with misleading or factually inaccurate information. In which case we may terminate this agreement immediately. Termination will not affect any accrued rights. All outstanding fees owing to CSL will be immediately due and payable on the date that either party receives notice to terminate (termination date).

2. Interest will be charged at an interest rate of 2.5% per month or part month, on any fees which remain unpaid 21 days after the termination date.
3. Ownership of material provided by you remains yours and will be returned at the completion of the engagement.

17. Applicable Law

1. Our engagement is governed by New Zealand. The New Zealand courts have non-exclusive jurisdiction in relation to any dispute between us.

18. Interpretation

1. If any provision of the proposal or these terms is void, that provision will be severed, and the remainder will continue to apply. If there is any conflict between the proposal and these terms, these terms prevail.
2. Failure by CSL 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 CSL has under this contract.

19. Disputes and complaints

1. If you have any concerns about our fees or services, please speak to us. To resolve your concerns, we have policies and procedures in place to deal appropriately with complaints and will use best endeavours to resolve a complaint or dispute to the mutual satisfaction of the parties involved. We may require you to detail your complaint in writing to allow us to fully investigate any concerns that you raise.
2. In the unfortunate circumstance that a disagreement arises and cannot be resolved amicably we both agree to consult an independent mediator.

August 2022