



Thank you for seeking our help and assistance.

In this letter, we have set out what you have asked Melsells Marketing Limited to do for you under your services agreement; some information about the cost of that work and our Terms of Engagement.

We ask that you sign and return these terms of engagement, however, we also accept that Melsells Marketing Limited representing you on your sales & marketing matters is also an understanding of acceptance of these terms.

1. The purpose of this document

1.1. This document:

- a Sets out the standard terms on the work we do for our clients;
- b Explains our expectations with our relationship;
- c Applies to any work we do for you

2. Services

2.1. The services we are to provide for you ("Services") are outlined above and in our letter of engagement along with any further instructions that you provide to us in writing (or that we record in writing).

2.2. In order to provide you with efficient advice and services and to provide the most cost-effective service, it may be that part, or all of your instructions will be delegated to other professionals in our firm.

2.3. These Services may include advice and recommendations, but you accept that all decisions made about our advice and recommendations are your decisions and your responsibility. Please note we do not provide financial or investment advice to our clients.

3. Continuing Instructions

3.1. These terms of engagement apply to this current engagement and also to any future engagement, regardless of whether or not we send you another copy of them. We are entitled to change these terms from time to time, in which case we will send you amended terms, or notify you that amended terms are available on our website and get you to confirm you accept the amended terms.

4. Communication/Emails

4.1. We will obtain from you contact details, including email address, postal address and telephone numbers. We may provide documents and other communications to you by email (or other electronic means). You will advise us if any of your contact details change.

4.2. We will report to you periodically on the progress of any engagement and will inform you of any unexpected delays and significant changes or complications in the work being undertaken. You may request a progress report at any time.

4.3. As email is not secure and may be read, copied, or interfered with in transit, or may contain unknown viruses, you agree to assume all risks associated with emails and to release us from any claim you may have, including the nonreceipt by you of any email communication.

4.4. You agree that we may provide you from time to time with other information that may be relevant to you, such as newsletters and information bulletins. At any time you may request that this not be sent to you

5. Financial

5.1. Fees: The basis upon which we will charge our fees is set out in our engagement letter. (a) If the engagement letter specifies a fixed fee, we will charge this for the agreed scope of the Services. Work which falls outside that scope will be charged on an hourly rate basis. We will advise you as soon as reasonably practicable if it becomes necessary for us to provide services outside of the agreed scope and, if requested, give you an estimate of the likely amount of the further costs.

(b) Where our fees are calculated on an hourly basis, the hourly rates of the people we expect to undertake the work are set out in our engagement letter. Any differences in those rates reflect the different levels of experience and specialisation of our professional staff. Time spent is recorded in six-minute units.

5.2. Hourly fees may be adjusted (upwards or downwards) to ensure the fee is fair and reasonable to take into account matters such as the complexity, urgency, value and importance of the Services.

5.3. Disbursements and Third-Party Expenses In providing the Services we may incur disbursements and payments to third parties on your behalf. You authorise us to incur these disbursements up to the sum of \$500.

5.4. GST

(a) Our services will usually attract Goods and Services Tax (GST). If this is the case, GST is payable by you on our fees and charges

5.5. Invoices

(a) We may send invoices to you for deposit prior to work and immediately after the work has ended, usually monthly, and on completion of the work, or termination of our engagement. We may send you invoices more frequently when we incur a significant expense or undertake a significant amount of work over a shorter period of time. Our general monthly recurring services will be invoiced monthly.

5.6. Payment

(a) Invoices are payable on receipt of invoice for costs incurred directly by us, or 20 days after the date of the invoice for our work, unless alternative arrangements have been made with us.

(b) If you have difficulty in paying any of our accounts, please contact us promptly so that we may discuss payment arrangements.

(c) If your account is overdue, we may:

(i.) require interest to be paid on any amount which is more than 7 days overdue, calculated at the rate of 4% above the overdraft rate that our company's main trading bank charges us for the period that

the invoice is outstanding;

(ii.) stop work on any services and matters in respect of which we are providing services to you;

(iii.) require an additional payment of fees in advance or other security before recommencing work;

(iv.) recover from you in full any costs we incur (including on a solicitor/client basis) in seeking to recover the amounts from you, including our own fees and the fees of any collection agency.

Please note that we use Baycorp to recover our fees, and they charge approximately 20% (plus GST) of the outstanding invoice plus administration charges, which will be added to the amount you owe.

5.7. Payment may be made by bank transfer. Our bank details are as follows:

Name: Mellsells Marketing Limited
Account No: 03-1592-0290199-000
Address: Lincoln
Christchurch
Bank Name: Westpac
Bank Address: Hornby Branch
Christchurch
Currency: New Zealand Dollars

5.8. Although you may expect to be reimbursed by a third party for our fees and expenses, and although our invoices may at your request or with your approval be directed to a third party, you remain responsible for payment to us in accordance with these Terms if the third party fails to pay us.

6. Guarantee

6.1. If the person signing and/or accepting these terms of engagement does so on behalf of a limited liability company or trust, then that person personally guarantees payment of the account. This guarantee will be a continuing guarantee and will not be discharged by the settlement of the account.

7. Acceptance of terms and conditions

7.1. Your consent to, and acceptance of, these terms can either be express or implied. Express consent is either the Letter of Engagement signed by yourself and sent back to us, or an e-mail stating that you accept the terms and conditions. Your consent is implied if you instruct us to do work for you after we have sent you these terms of engagement.

7.2. If you agree with, and accept, the information in this letter, please sign below and return, or send us an e-mail letting me know you accept these terms and conditions. If you let us know some other way (e.g.: phone or email) that you want us to act for you, and/or instruct us to work for you, you will be bound by these terms and conditions.

8. General

8.1. Both you and Melsells Marketing Limited agree that New Zealand law governs our relationship, and any action against Melsells Marketing Limited can only be taken in New Zealand.

9. Copyright/Intellectual Property

9.1. You accept we retain copyright in any material, solutions, and documents prepared by us for you. This applies to employment agreements, which are for your sole use, and must not be given to, or used, by any other party.

10. Health and Safety

10.1. Should we visit you on site, Melsells Marketing Limited and any member of their team conducting the visit, will be responsible for their own safety and health. Melsells Marketing Limited must comply with the Health and Safety at work 2015, any regulations made under the Act, and any health and safety policies, directives or procedures of the business.

11. Duty of care

11.1. Our duty of care is to you and not to any other person. We owe no liability to any other person, including for example any directors, shareholders, associated companies, employees or family members unless we expressly agree in writing. We do not accept any responsibility or liability whatsoever to any third parties who may be affected by our performance of the Services or who may rely on any advice we give, except as expressly agreed by us in writing.

11.2. Our advice is not to be referred to in connection with any prospectus, financial statement, or public document without our written consent.

11.3. Unless otherwise agreed, we may communicate with you and with others by electronic means. We cannot guarantee that these communications will not be lost or affected for some reason beyond our reasonable control, and we will not be liable for any damage or loss caused thereby.

12. Information provided by the client

12.1. You agree to provide us with all the information and documents we need, for the services we are providing to you, in a timely manner. We will not be liable for any loss, damage or delay arising from any inaccuracy, incompleteness or other defect in any information or documents supplied by you.

12.2. It is your responsibility to keep us informed of your current address and phone number at all times. We are not responsible for any loss arising out of being unable to contact you, such as offers or counter offers of settlement expiring before we can contact you.

13. Privacy and confidentiality

13.1. We consider client confidentiality to be of utmost importance. We will treat all information we hold about you in strict confidence. We will not use it or share it unless:(a) you agree or ask us to;
(b) we need to so we can carry out work for you;

14. Who we can accept instructions from

14.1. Unless you let us know otherwise:

(a) If you are a couple, we can accept instructions from either person;

(b) If you are a trust, we can accept instructions from any of your trustees or officers;

(c) If you are a company, we can accept instructions from any of your directors or employees or any other person you have authorised to instruct us.

15. Any other person you have elected to act on your behalf. This can be done verbally or in writing.

Please sign and return to Melsells Marketing Limited by email or in person.
The Services Agreement and Terms of Engagement are all accepted, and Melsells Marketing Limited is requested to act for me in our Advertising & Marketing.

Name _____

Signed _____

Date _____