

# Terms and Conditions

1.0	<b>Parties and Definitions to This Agreement</b>
	<b>"Agreement"</b> means the agreement for the provision of the Services by OnFocus to the Client in accordance with these Terms and Conditions.
1.1	<b>"Client"</b> means any person(s) and/or entity acting for or on behalf of the Client or with the permission or authority of the Client as detailed on any quotation, estimate, engagement agreement, or notation between OnFocus and the Client.
1.2	<b>"Guarantor"</b> means, where the Client is a company, the directors of the Client company who agree to be held liable for any debts incurred by the Client in the course of business between the Client and OnFocus, on a principal debtor basis.
1.3	<b>"OnFocus"</b> means <b>OnFocus Health and Safety Solutions Limited</b> , trading as "OnFocus Health and Safety Solutions" and includes any person or entity acting for or on behalf of OnFocus or with the permission or authority of OnFocus.
1.4	<b>"Price"</b> shall mean the price payable for services as agreed between OnFocus and the Client in accordance with these Terms and Conditions.
1.5	<b>"Services"</b> means all services provided by OnFocus to the Client, and includes any recommendations or consultancy advice, training and workshops (or as otherwise described by OnFocus).
2.0	<b>Conduct of Services</b>
2.1	OnFocus will provide the Services in a competent, timely and professional manner.
3.0	<b>Price and Payment</b>
3.1	<p>The price shall for the Services shall be determined (at OnFocus sole discretion) prior to the commencement of the Services as per one or more of the following basis:</p> <ul style="list-style-type: none"><li>a) On a time and attendances basis as per OnFocus then current rates (hourly) as and when the Service is provided and as made known to the Client.</li><li>b) The price as quoted by OnFocus to the Client prior to the Commencement of the Services. The quoted price or rates shall not alter <b>provided that</b> the Client accepts the quote in writing within thirty (30) days of the date of the quotation.</li><li>c) Travel within Auckland is charged at half the then current rates (hourly). Travel outside the Auckland region will be charged the current hourly rate.</li></ul>
3.2	Disbursements such as (without limitation) flights, car rental, accommodation and meals will be invoiced in separate to and in addition to the cost of the Services as per clause 4.1. The payment of such disbursements shall be inclusive of GST.

## Terms and Conditions

4.0	<b>Payment Terms</b>
4.1	Payment of all OnFocus invoices is required no later than seven (7) days after the invoice date.
4.2	Payment shall not be deemed to have been received unless the payment is made in cash or cleared funds are deposited into bank account name <u>OnFocus Health and Safety Solutions Limited</u> as nominated by OnFocus. Any other form of payment will not be receipted as paid until the transaction is deemed to be honoured.
4.3	GST and other taxes and duties that may apply will be added to the Price unless they are expressly included in the Price.
5.0	<b>Acceptance of Terms and Conditions</b>
5.1	Any engagement of OnFocus Services shall constitute acceptance by the Client (and where applicable any Guarantor) of these Terms and Conditions of OnFocus. Should more than one Client (and / or Guarantor) enter into this Agreement, the Clients (and Guarantor(s)) shall be jointly and severally liable for the obligations contained in this Agreement including for the payment of the Price in full.
5.2	The Terms and Conditions of this Agreement can only be amended with the written consent of OnFocus.
5.3	If the Client proposes any change to the structure of the Client's business, a change in shareholding, name, directors, premises, postal address, registered office, or sale of the business, the Client shall give no less than fourteen (14) working days written notice of the proposed change or changes. If any loss is incurred by OnFocus the Client shall be liable for any loss suffered by OnFocus caused by the Client not complying with this provision.
6.0	<b>Default and Consequences of Non-Payment</b>
6.1	If the Client defaults in payment of any invoice when due, the Client shall pay all costs and disbursements incurred by OnFocus in pursuing the debt, including legal costs on a solicitor and own-client basis, collection agency costs, and disbursements.
6.3	Interest on overdue or unpaid invoices shall accrue from the date when payment becomes due, daily until the date payment is received at a rate of 2.5% per calendar month, and all interest shall compound monthly before and after any Court judgment up until payment is received in full.
7.0	<b>Right of Cancellation</b>
7.1	Should the Client cancel the Agreement with OnFocus, then Onfocus shall be entitled to invoice for work completed to date and time of cancellation.

7.2	<p>Without prejudice to OnFocus' other remedies at law, OnFocus shall be entitled to cancel all or any part of any Agreement to provide the Services which remains unfulfilled and all amounts owing to OnFocus shall, whether or not due for payment, become immediately payable where:</p> <ul style="list-style-type: none"> <li>a) any money payable to OnFocus becomes overdue or, in the opinion of OnFocus, the Client will be unable to meet its payments as they become due; or</li> <li>b) the Client becomes insolvent, convenes a meeting with its creditors or proposes or enters into an arrangement with creditors, or makes an assignment for the benefit of its creditors; or</li> <li>c) a receiver, liquidator, manager (provisional or otherwise) or similar person is appointed in respect of the Client or any assets of the Client.</li> </ul>
<b>8.0</b>	<b>Intellectual Property</b>
8.1	Where OnFocus has designed, drafted, or supplied written works for the Client, then the ownership of the copyright in those works and documents shall remain vested in OnFocus, and shall only be used by the Client for the specific purpose for which these Services were supplied. The Client shall not distribute or sell any works or documents as supplied to the Client by OnFocus to any third-party without the written consent of OnFocus.
<b>9.0</b>	<b>Privacy Act 2020</b>
9.1	<p>The Client and the Guarantor (if separate to the Client) authorises OnFocus to:</p> <ul style="list-style-type: none"> <li>a) collect, use, and retain any information about the Client, for the purpose of assessing the Client's creditworthiness or marketing products and services to the Client; and</li> <li>b) disclose information about the Client, whether collected by OnFocus from the Client directly or obtained by OnFocus from any other party, to any other credit provider or any credit reporting agency for the purposes of providing or obtaining a credit reference, debt collection or notifying a default by the Client.</li> </ul>
9.2	Where the Client and/or Guarantor are individuals, the authorities under clause 9.1 are authorities or consents for the purposes of the Privacy Act2020.
9.3	The Client and/or Guarantor shall have the right to request OnFocus provide a copy of the information about the Client and/or Guarantor retained by OnFocus, and the right to request OnFocus correct any incorrect information about the Client and/or Guarantor held by OnFocus.
<b>10.0</b>	<b>Dispute Resolution</b>
10.1	If a dispute arises between the Client and OnFocus concerning this Agreement, then either party may send to the other party a Notice of dispute in writing adequately identifying and providing details of the dispute. Within seven (7) days after service of a Notice of dispute, the parties shall confer at least once to attempt to resolve the dispute. At any such conference each party shall be represented by a person having authority to agree to a resolution of the dispute. If the dispute cannot be resolved, either party may by further Notice in writing refer the dispute to arbitration.

## Terms and Conditions

	The arbitration shall be under a single arbitrator agreed upon by both parties, or failing agreement by the parties within five (5) working days, by one to be appointed by the President (or his/her nominee) of the Arbitrators & Mediators Institute of New Zealand Inc (AMINZ), such arbitration to be carried out in accordance with provisions of the Arbitration Act 1996.
10.2	Notwithstanding 10.1 the Client is required to make payment under clause 5. A failure by the Client to satisfy its payment obligations will entitle Onfocus to pursue the remedies available to it under this Agreement (notwithstanding the provision of notice under 10.1).
<b>11.0</b>	<b>General</b>
11.1	If any provision of these Terms and Conditions shall be invalid, void, illegal or unenforceable the existence, validity legality and enforceability of the remaining provisions shall not be prejudiced, affected, or impaired.
11.2	These Terms and Conditions and any contract to which they apply shall be governed by the laws of New Zealand and are subject to the jurisdiction of the courts of New Zealand or as otherwise directed by the Court.
11.3	OnFocus shall be under no liability whatever to the Client for any indirect loss and/or expense (including loss of profit) suffered by the Client arising out of a breach by OnFocus of these Terms and Conditions.
11.4	In the event of any breach of this contract by OnFocus, the remedies of the Client shall be limited to damages which under no circumstances shall exceed the Price for Services provided, and limited to the amount of monies paid to OnFocus by the Client in part or full whichever is the lesser amount.
11.5	The Client shall not be entitled to set-off against or deduct from the Price any sums owed or claimed to be owed to the Client by OnFocus.
11.6	OnFocus may license or sub-contract all or any part of their rights and obligations without the Client's consent.
11.7	OnFocus reserves the right to review these terms and conditions at any time. If, following any such review, there is to be any change to these Terms and Conditions, then that change will take effect from the date on which OnFocus notifies the Client of such change.
11.8	Neither party shall be liable for any default due to any act of God, war, terrorism, fire, flood, drought, storm, pandemic, or other event beyond the reasonable control of either party.
11.9	The failure by OnFocus to enforce any provision of these Terms and Conditions shall not be treated as a waiver of that provision, nor shall it affect any rights of OnFocus to subsequently enforce that provision.