Devil's Advocate Consulting Ltd
GST# 117765814
accounts@devilsadvocate.co.nz

Standard Terms & Conditions

Terms and Conditions

These are the terms and conditions for **Devil's Advocate Consulting Ltd**. Where the term **'the Company'** is used it means **Devil's Advocate Consulting Ltd**.

Payment: Unless otherwise stated, payment for services is due on delivery. Payment for services and supplies is required by the last working day of the month of invoice. The Company reserves the right to charge penalty interest and or an administration fee on accounts not paid by the due date.

Limitation of Liability: The Company and their servants, agents and contractors shall not be liable in contract, tort, under statute or otherwise for any loss or damage to person or property or consequential or indirect loss, or economic loss howsoever arising which is caused, contributed to or otherwise arises from the services supplied, or any negligent act or omissions of the Company or their servants, agents or contractors except to an amount strictly limited in respect of all products and services supplied by the Company whether under this contract or otherwise to a total sum of the lesser of the invoiced value of the product or services or a total sum of $1,000.

Where the client is not a business and is not acquiring the goods or services for business purposes, then the provisions of "the Consumer Guarantees Act 1993" will apply and the effect of this clause shall be modified as necessary to give effect to that act.

Consumer Guarantees Act 1993: It is acknowledged that where the Client is acquiring services to be supplied for the purposes of a business, the client and the Company agree that the provisions of the Consumer Guarantees Act 1993 shall not apply to the supply of any products and/or services by the Company to the client.

Copyright: Ownership in copyright of all programs, documents, electronic forms and other information supplied by the Client as part of the project shall remain with the Client. The Company retains the right to ownership of intellectual property developed on this project that is non-specific to the Client. This does not prevent the Client from utilising the intellectual property for their own purposes.

Confidentiality: The Company will ensure strict confidentiality in all aspects of the Client's business and will only release information with written permission from the client.

Backup of Data and Programs: While every effort is made to ensure the integrity of data on a Client's computer, at times problems may arise. It is the Client's responsibility to maintain adequate backups of data, at all times.

Dispute Resolution: If any dispute arises out of this Agreement the parties shall attempt to settle it by negotiation, mediation or some alternative form of dispute resolution before initiating any formal procedures for arbitration or litigation.

Early Termination: The Client shall have the right to direct that work shall cease before the Company has completed the Project, even if the Company is not in default. In that case the Client shall pay for the work completed and all expenses reasonably and necessarily incurred by the Company, which cannot be avoided, by reason of committing to uncompleted work. That will include the cost of deploying or procuring personnel and other resources for commitment to the project, to the extent that they cannot be redeployed or relinquished, and the costs recovered elsewhere.