

Terms and Conditions for Professional Services - Assured Audits New Zealand Ltd

1. Services Provided

Assured Audits New Zealand Ltd (AANZL) will perform its evaluation and verification services in accordance with reasonable standards of skill, care and diligence generally exercised by the profession in New Zealand, subject to any financial, physical time, or other constraints imposed by the Client, or resulting from the nature of the engagement. Verification audits by nature area sampling exercise, and as such professional judgement based sampling may be applied where required.

2. Fees and Evaluation or Verification Costs

a) Fees shall be charged either:

i) On a time basis, in which case the Client will pay AANZL for all evaluation and verification related costs including disbursements, communication and travelling expenses; or,

ii) At an agreed price per stage of contract.

b) Accounts for services shall be due for full payment on the 20th of the month following the date of invoice. Where payment is not made by the due date, AANZL may initiate debt recovery services. Debt recovery charges incurred will be passed onto the Client in these cases.

c) Evaluations and verifications postponed or cancelled within ten working days of the confirmed date may be billed half of the estimated on site evaluation/verification hours and 100% of any unrecoverable booked travel costs. These costs and charges will be in addition to the actual expenses for conducting the rescheduled, postponed, cancelled, or deferred evaluation or verification.

3. Non-Disclosure Agreement

AANZL upon entering into a contractual agreement with the Client accepts the rights of the Client to safeguard the proprietary and confidential information obtained during the delivery of the agreed services. This may include the need to seek permission from the company or business for the use of mobile devices and cameras for the purpose of recording verification information such as photographs of locations, equipment and records, screen shots or photocopies of documents, videos of activities and interviews. In return for the company disclosing confidential information AANZL and the company/ business agrees to the conditions below:

a) All confidential information, trade secrets and know how including research, designs drawings, plans specifications, formulas, financial structuring, and all other information whatsoever disclosed to AANZL shall not be reproduced, published in any manner whatsoever or disclosed to any other person outside the company.

b) We will return upon request all of the information disclosed pursuant to the Agreement.

c) We will not use any of the information disclosed pursuant to this Agreement without the company's prior written approval and shall retain the information disclosed pursuant to this Agreement securely, and in confidence until released by the company commencing from the date of appointment.

d) It is a legal requirement that critical food safety issues/non compliances or an unacceptable outcome (as defined in the Food Regulations 2015) identified through the evaluation or verification process will be communicated to the registration authority (MPI/local Council) as and when required. The registration authority is authorized to request and receive client information pertaining to a food safety issue. AANZL will notify the Client of any such requests, and agree on the management of any confidential information.

4. Limitation of Liability

a) AANZL shall not be liable for the food safety performance of the Client or for any loss or damage arising by reason of any delay in completion of the verification or for loss of profits or any indirect or consequential loss whatever.

b) If AANZL or any sub-contractor is found liable to the Client whether under the terms of this agreement or in contract or in tort or otherwise howsoever for any loss or damage suffered by the Client the liability shall be limited to the fee for the services provided.

c) For the purpose of this clause the term "AANZL" includes all employees, and the term "sub-contractors" includes all parties engaged by AANZL or by other sub-contractors to perform any part of the services provided for and all employees of the sub-contractor.

d) AANZL shall be deemed to have been discharged for all liability in respect of the services whether under the law of contract or tort or otherwise on the expiration of one month from the completion of the services and the Client (and persons claiming through the Client) shall not be entitled to commence any claim or action whatsoever against AANZL (or any employee of AANZL) in respect of the services after that date.

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5. Termination

- a) Any agreement between AANZL and the Client may be postponed or terminated by either party on 7 days' notice in writing by ordinary post to the last known address of either party.
- b) On receipt of notice given by the Client, AANZL will take all reasonable steps to bring the services to a close and to reduce expenditure to a minimum.
- c) On postponement of the services or termination of the agreement, AANZL shall be entitled to payment of fees and evaluation and/or verification costs to the date of postponement or termination and such further fees and costs necessary for the orderly termination of the services.

6. Corrective action

It is the responsibility of the Client to take timely action to correct any agreed non compliances identified during the evaluation or verification. AANZL reserves the right to re-evaluate or re-verify the Client's custom/template Food Control Plan/National Programme, at the Client's expense, where corrective action has not been taken within ninety (90) days of the completion of the evaluation or verification. It is the responsibility of AANZL to notify MPI (or the local council if the company is registered with the local council) immediately if a critical non compliance or unacceptable outcome is identified during the evaluation or verification process.

7. Disputes

If the client disagrees with the evaluation or verification outcome or the verification findings, they are first to discuss the issue with a Director of AANZL, and if not immediately resolved put their concerns in writing. If an agreement cannot be reached, then the registration authority (MPI or the local council) is to be informed and resolution sought through them.

8. Privacy Policy

We collect personal information from you, including information about your business name and contact information, interactions with us, and billing information. We collect your personal information in order to provide food safety and regulatory services. Besides our staff and affiliated contractors, we may share this information with debt collection agencies (if required).

For regulatory evaluation or verification services we may share this information with the relevant Registration Authority (MPI, Council), as required under the Food Act 2014. We keep your information safe by using password protected software, and only allowing certain staff to access it. If you choose not to provide the requested information, we may not be able to offer our services. You have the right to ask for a copy of any personal information we hold about you, and to ask for it to be corrected if you think it is wrong. If you'd like to ask for a copy of your information, or to have it corrected, please contact us directly - phone 09 846 8492 or shane@assuredaudits.co.nz.

9. General Terms

- a) Errors or Omissions: Clerical errors or omissions, whether in computation or otherwise, in any quotation, acknowledgment or invoice may be corrected by AANZL at any stage.
- b) Compliance with regulations: You are solely responsible for compliance with all applicable laws, regulations and standards.
- c) Force Majeure: AANZL shall not be liable for any failure to comply with these Terms where such failure has been caused directly or indirectly by an event or circumstance that is beyond AANZL's reasonable control.
- d) Changes to Terms: AANZL may amend these Terms from time to time by notice to you in writing. The amended Terms will apply in respect of all work requested by you after the date of such notice. Publication of the amended Terms on our website will be considered to be notice to you in writing of the amended Terms.
- e) Waiver: No delay or failure by AANZL to exercise its rights under these Terms operates as a waiver of those rights. A partial exercise of those rights does not prevent their further exercise in the future.
- f) Severability: If any part of these Terms is held to be invalid or unenforceable, the part concerned shall be deleted from the rest of these Terms, which will then continue in force.
- g) Law: These Terms will be interpreted in accordance with and governed by the laws of New Zealand, and the New Zealand Courts have exclusive jurisdiction.