

Terms and Conditions for Professional Services - Assured Food Safety Ltd

1. Services Provided

Assured Food Safety Ltd (AFS) will perform its consultancy, training and assessment/audit 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.

2. Fees and Associated Costs

a) Fees shall be charged either:

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

ii) At an agreed price for the service, or per stage of service 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, AFS may initiate debt recovery services. Debt recovery charges incurred will be passed onto the Client in these cases.

c) Agreed site work or assessments postponed or cancelled within two to five working days (service dependent) of the confirmed date may be billed half (50%) of the estimated on site 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 work.

3. Non-Disclosure Agreement

AFS 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 information such as photographs of locations, equipment and records, screen shots or photocopies of documents. In return for the company disclosing confidential information AFS 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 AFS 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) Intellectual Property: AFS does not transfer, or license, to the Client any right, title or interest in any copyright, trademarks, patents or any other intellectual property rights in or relating to the Services provided.

4. Limitation of Liability

a) AFS 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 work or for loss of profits or any indirect or consequential loss whatever.

b) If AFS 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 "AFS" includes all employees, and the term "sub-contractors" includes all parties engaged by AFS or by other sub-contractors to perform any part of the services provided for and all employees of the sub-contractor.

d) AFS 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 AFS (or any employee of AFS) in respect of the services after that date.

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5. Termination

- a) Any agreement between AFS 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, AFS 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, AFS shall be entitled to payment of fees and associated costs to the date of postponement or termination, and such further fees and costs necessary for the orderly termination of the services.

6. 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 services. Besides our staff and affiliated contractors, we may share this information with debt collection agencies (if required). 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@assuredfoodsafety.co.nz

7. 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 AFS at any stage.
- b) Compliance with regulations: You are solely responsible for compliance with all applicable laws, regulations, and standards.
- c) Force Majeure: AFS 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 AFS' reasonable control.
- d) Changes to Terms: AFS 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 AFS 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.