



WAIUKU BUSINESS & DEVELOPMENT ASSOCIATION

TERMS AND CONDITIONS OF MEMBERSHIP

PAYMENT TERMS

ALL PRICES WILL BE SUBJECT TO THE ADDITION OF GST

The Waiuku Business and Development Association Inc (WBDA) will invoice the Client for services completed and the Client will pay the invoice in full within seven working days of the date of the invoice.

The Client will pay interest at the rate of 2% per month or any part month on any overdue amount calculated from the date of the invoice plus seven days until such time the cleared funds payment of the amount is received by the WBDA.

Any disputed items or invoices must be notified to the WBDA by writing, email or telephone prior to the invoice due date. If the WBDA reviews the invoice and agrees there is a mistake the WBDA will correct the invoice within 48 hours. If, upon review, the WBDA finds no mistake the Client must pay the outstanding sum immediately upon being notified by the WBDA.

Any expenses, disbursements and legal costs incurred by the WBDA in the enforcement of any rights contained in this Agreement shall be paid by the Client, including the WBDA's reasonable solicitor's fees and debt collection agency fees.

LIABILITY

The Client acknowledges that the Client has entered into this Agreement for business purposes and that the provisions of the Consumer Guarantees Act 1993 do not apply.

To the fullest extent permitted by law the WBDA excludes any liability for:

(a) Any loss, damage or injury of any kind whatsoever whether suffered or incurred by the Client or another person whether or not such loss or damage arises directly or indirectly from services provided by the WBDA to the Client and without limiting the generality of this clause the WBDA shall not be liable for any consequential loss or damage of any kind whether direct or indirect including without limitation, any financial loss; and

(b) All liability of any kind (including but not limited to negligence) on the part of any third party, its officers, employees, contractors, and agents however arising in the provision of services by such third party to the WBDA.

The Client shall indemnify the WBDA against all claims of any kind whatsoever however caused or arising (including without limitation all sums paid to compromise or settle claims, proceedings and actions out of court) and without limiting the generality of the foregoing of this clause whether caused or arising as a result of the negligence of the WBDA or otherwise, brought by any person in connection with any matter, act, omission, or error by the WBDA, its agents or employees in connection with the provision of the services.

JURISDICTION

The law of New Zealand shall apply to this Agreement.

Any dispute arising from this Agreement shall be heard in New Zealand.

ENTIRE AGREEMENT, VARIATION AND NON-WAIVER

No variation or waiver of any provision of this Agreement shall be recognized or binding on the WBDA unless it is in writing and signed by an authorized representative of the WBDA and the Client.

Failure by the WBDA to enforce any of the terms and conditions contained in this Agreement shall not be deemed to be a waiver of any of the rights of the WBDA under this Agreement.

If any provision of this Agreement shall be invalid, void or illegal or unenforceable the validity existence, legality and enforceability of the remaining provisions shall not be affected, prejudiced or impaired.

RISK

Neither the WBDA nor any of its employees or agents warrant nor guarantee the accuracy or completeness of any information provided to the Client. The Client undertakes that all matters relevant to this supply of services are to the Client's own satisfaction and in doing so the Client acknowledges that the Client has relied on the Client's own skill, inspection and judgment. The Client acknowledges that in deciding to enter into this Agreement it has not relied on any statement made by the WBDA.

If the Client is a company or trust, and in consideration of the WBDA providing the services as a result of this Agreement, the directors/trustees of the company or trust (and if more than one jointly and severally) irrevocably guarantee(s) and promise(s) to pay as principal debtor, all amounts owed by the Client to the WBDA without the WBDA first needing to pursue remedies against the Client.

This Agreement has been deemed accepted by way of notice through the website and as declared on the invoice.