



INSPIRE BELIEF LIMITED WELLNESS RETREAT

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TERMS OF TRADE

The following constitutes the Terms of Trade between **Inspire Belief Limited** being the company supplying the Services ('us, we, our etc.'), and you being the person or entity receiving our Services. ('you, your etc.');

1. Definitions:

"Client" is the party who has requested us to undertake the Services.

"Services" are all services supplied by us and as described in any invoice, quotation and/or any other document provided to you by us.

"Disbursements" include the cost of any expense incurred on your behalf.

"Price" is the cost of the Services as determined by us and any other amounts owing to us by you.

"Equipment" is all property or other products used by us in supplying our Services to you.

"Premises" is the property owned by us where our Services will operate from.

2. **Quotation** - where a quotation has been given for work to be performed, the quotation remains valid for 20 working days. We may withdraw that quotation at any time prior to acceptance. The quotation is based on costs and charges at the day of quotation. Any changes in costs arising from sources beyond our control, such as changes in the price charged by suppliers or any other reason, will be charged to your account.
3. **Price** - is the cost of the Services as determined by us and any other amounts owing to us by you. We reserve the right to determine a minimum value for the Services supplied. We may review the Payment Terms, not more than six monthly. Any change in the Payment Terms will be notified one month before the changes come into effect. We will not be bound by any error or omission made by us on any invoice, quotation, estimate or any other document issued by us.
4. **GST** - our prices referred to in these Terms and in any invoice, quotation or estimate given are deemed exclusive of Goods and Services Tax (unless stated otherwise), and GST must be paid (where applicable) on the Services as invoiced by us.
5. **Deposit** - in some situations, a deposit to cover a percentage of the Price of any Services will be charged, where required this will be clearly set out in any quotation.
6. **Acceptance** - any instructions received by us from you for the performance of Services supplied by us will evidence your acceptance of these Terms. We retain the right to terminate any instructions received by us from you for the performance of Services, if the information provided is false or misleading or if any issue arises as to your credit worthiness. However, in the event that an issue arises as to your credit worthiness we may also, at our sole discretion, continue providing Services upon payment in advance of Services.
7. **Variation/Waiver** - no variation or waiver of these Terms shall be valid, including any oral representations, which are inconsistent with these Terms, unless agreed in writing.
8. **Cancellation** - we may cancel any instructions received by us from you for the performance of Services at any time. We will not be liable for any loss or damage arising from such cancellation. You may cancel any instructions received to us from you for the performance of Services by providing seven days written notice, in the event of cancellation by you, you will remain liable for the full cost of all Services up to and including the date of cancellation.
9. **Payment Terms** - all accounts are due for payment on the 20th of the month after the issuing of invoices (unless we agree in writing to you of an extension). If you have more than one account with us, we have the right to combine those accounts and set off any amount between those accounts. We may transfer any overdue amounts you owe us to a third party for collection after notice to you.

10. Your Responsibilities

- You will ensure that all information you provide us is complete and accurate. You must update us when your information changes (for example; if you change your contact details or address for service).
- You will pay us the full Price for all Services provided to you by us.
- You will pay any costs or expenses we reasonably incur repairing or replacing any of our Equipment and/or to anyone else's property that is damaged due to hazards at the Premises. You will bear the costs of any damage caused to you or the Premises.

- When entering a hazard area as described by us, you will take all reasonable care to ensure the safety of yourself and others. All hazards and risks for adventurous activities will be explained to you prior to commencing such activity and you will be responsible for any harm caused while undertaking such activities.
- You will use our Services for lawful purposes only.

11. Our Responsibilities

- We will use all reasonable skill and care in providing our Services to you.
- We will act in a competent and professional manner and use people with the necessary training in providing our Services to you.
- We give no other guarantees, representations or warranties, unless they are set out in writing from us or we are required to by law.
- We will provide you with safe access on to, out of and around the Premises. We will ensure that the areas where we are carrying out our Services are free from hazards that may cause harm to you.

12. Your Information - you authorise us to collect and hold such commercial, financial and personal information about you as is necessary for assessing your credit worthiness, trading status, obtaining credit statements, or enforcing our rights under these Terms and you also authorise us to disclose such information to other parties for those purposes. You acknowledge that any information given is true and correct, and that you will notify us if your information changes at least seven days prior to any such changes taking effect. If you are a natural person, the authority given pursuant to this clause shall constitute sufficient authority for the purposes of the Privacy Act 1993, and you acknowledge that you have the right to access that information, and request corrections to it. We reserve the right to refer you to a professional health service in the event that we consider necessary for your own personal safety. If we have a concern for the safety of another person, we will notify the appropriate service.

13. Confidentiality - all information you provide to us will be confidential. Neither party will use or disclose any confidential information (relating to the other party which by its nature, or by the circumstances of its disclosure, is or could reasonably be expected to be regarded as confidential), except so far as may be reasonably necessary to enable that party to fulfil its obligations or exercise its rights under these Terms or as required by law.

14. Disclaimer - we do not have or portray to have any professional qualifications in the mental health industry, and our Services are based on completing short courses in this area, based from personal experiences and influenced by others. We are not aligned with any professional body.

15. Limitation Of Liabilities - we will not be liable to you or to any other person, for any loss or damage caused by any delay in the performance of Services however that delay is caused or arising directly or indirectly from the provision of our Services. We will not be liable for any consequential, indirect or special damages or loss of any kind suffered by you or any other person caused by any breach by us of any of our obligations under these Terms. If we are ever liable to you, or any other person, then our liability is in all cases limited to the price of the Services supplied.

16. Completion Timeframe - we will work within a reasonable time and will endeavour to meet any target date you make know to us. We are not liable for any delay or damage caused directly or indirectly by weather conditions, labour disputes, strikes, pandemics, accidents, fire, and failure of manufacturers to deliver or any other events beyond our reasonable control. Should it be necessary to work outside ordinary working hours to meet your completion target or due to any other circumstances outside our control, you shall be liable for any extra cost incurred.

17. Consents - you are responsible for obtaining any consent or other authority necessary for the Services to be carried out, and will provide that to us on request.

18. Credit Application - in accepting these Terms you are making a credit application to us, and we retain the right to invalidate this quotation or otherwise withdraw our Services, if the information provided is false or misleading. However, in the event that an issue arises as to your credit worthiness we may withdraw any quotation or offer of work or otherwise require payment in advance of work being completed.

19. Consumer Guarantees Act - you agree and acknowledge that where Services are supplied for your business purposes the provisions of the Consumer Guarantees Act 1993 will not apply.

20. Force Majeure – You understand and agrees that Services may be disrupted (without notice), if a natural disaster occurs, pandemic, fire, flood or similar major event beyond our control. Where practicable, we will consult with you to discuss the impact and a forward plan.

21. Default - without prejudice to any other rights or remedies that we may have against you, you agree that in the event of default in payment by you, then you will pay on demand:

- All costs (including, but not limited to, collection agency fees, commission, legal fees and any other costs on a solicitor and own client basis) incurred by us in recovering any amounts payable by you to us;

- Overdue payments shall attract interest at the rate of 2.5% per month calculated daily and compounding on the 1st day of each month with such a rate applying after as well as before any judgement and you shall be liable for any costs as stated above; and
- A monthly administration fee of twenty five dollars (\$25) by way of damages payable on the last day of each month in which you are in default.

We may at our discretion stop further performance of Services and require payment in cash before further performance of Services, or terminate any instructions received by us from you for the performance of Services without notice to you upon any of the following events:

- You default in payment due under these Terms.
- You are insolvent or take any proceedings to reschedule any indebtedness.
- In our opinion you are unable to pay your indebtedness as it falls due.
- You have a receiver or manager appointed.

Any failure or delay by us in exercising or enforcing any right we have under these Terms, will not operate as a waiver of our rights to exercise or enforce such rights or any other rights in the future.

22. Personal Guarantee - where Services are provided under these Terms for a company or other entity (incorporated or unincorporated), you acknowledge that as the natural person engaging us you are authorised to accept these Terms on behalf of the company or other entity. In addition you personally guarantee the due and punctual payment of all sums incurred under these Terms (including any costs and interest) and otherwise indemnify us in the event that the applicant entity is unable or fails to make payment.

23. Other Things You Need To Know - if any provision of these Terms shall be invalid or unenforceable the validity, existence, legality and enforceability of the remaining provisions shall not be affected, prejudiced, or impaired. We may sub-contract any part of this contract. No subcontractor has any authority to agree to any variation of these Terms on behalf of us. You may not assign all or any of your rights or obligations under these Terms without our written permission. We may assign all or part of the rights or obligations under these Terms. The termination of these Terms, for any reason, will not limit in any way the obligations and liabilities incurred by you under these Terms.

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| <p>ACCEPTANCE OF TERMS OF TRADE</p> <p>Full name of Client (entity or person):</p> <p>Date of Birth (if individual):</p> <p>Name of company representative(s):</p> <p>Type of business (company, sole trader, partnership or other):</p> <p>Nature of business:</p> <p>Incorporation number (if customer is a company or other entity):</p> <p>Physical address:</p> <p>Postal Address:</p> <p>Address for Service:</p> <p>Contact telephone:</p> <p>Email:</p> | <p>I declare that I am authorised to and do accept Inspire Belief Limited's Terms of Trade and that these Terms of Trade constitute a valid security agreement and credit application</p> <p><input checked="" type="checkbox"/> _____ Signature of applicant(s) (or representative of the customer(s))</p> <p>Date: _____</p> <p>I acknowledge that I am personally liable for any default of the applicant in accordance with clause 22 above.</p> <p><input checked="" type="checkbox"/> _____ Signature of applicant(s)</p> <p>Date: _____</p> |
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