

# Terms of Engagement



Last updated 14 March 2025

Thank you for the opportunity to work together. Before we start, we need to establish the basis of our professional relationship. Unless we agree otherwise, these terms of engagement will govern how we will work together.

## 1. Acceptance of Terms

These terms apply to any current and all future engagements. We may vary these terms from time to time. If we do, the varied terms will appear on [our website](#). If we work together following a variation of these terms, you will be deemed to have agreed.

### Acceptance by Conduct

Even if you do not sign these Terms of Engagement, your instruction to us to commence work or your acceptance of any services provided by us will be deemed as acceptance of these terms.

## 2. Services and Scope

We will provide you with the services outlined in our proposal email, project brief, equivalent document, and any further instructions mutually agreed in writing. Our duty of care is to you alone; no third party may enforce or rely upon this agreement unless explicitly agreed in writing.

## 3. Communications

We will ask you for contact details, including email address, postal address and telephone numbers. We may provide you with documents and other communications via email or electronic means.

You will advise us if any of your contact details change.

You agree that we may provide you from time to time with other information that may be relevant to you, such as newsletters and information bulletins. You may request that this not be sent to you at any time.

Unless otherwise agreed, we will communicate with you and others electronically. We cannot guarantee these communications will not be lost or affected beyond our reasonable control, and we will not be liable for any damage or loss caused.

## 4. Fees and Payment Information

### Fees

We'll provide you with a fixed programme or event price whenever possible. Otherwise, we will prepare an estimate. Any estimate is a guide only. We will discuss a revision if we significantly exceed any estimate provided.

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## **GST**

GST is payable by you on our fees for work carried out in New Zealand.

Unless expressly stated, any quote, estimate or charge-out rate will not include GST.

## **Disbursements and Expenses**

In addition to our fees, we will charge you for expenses and disbursements incurred in the reasonable provision of services, such as travel and accommodation, along with a 5% administration margin.

We reserve the right to request payment of these disbursements from you in advance.

## **Invoices**

Invoices under \$10,000 GST exclusive must be paid in full before project commencement unless otherwise arranged.

Deposit invoices and final invoices are due within 14 days of issue. All other invoices are due by the 20<sup>th</sup> of the following month.

Specific payment terms will always be clearly outlined on your invoice.

If invoices are not paid by the due date, we may charge interest at 15% per annum. You will be liable for all debt collection and legal costs we incur in seeking payment. Please contact us promptly if you have difficulty paying an invoice.

## **5. Cancellation**

Please see the terms below in the unlikely and unfortunate event of a workshop or session cancellation. Should either party need to cancel for any reason, the first preference is to postpone and reschedule on a day that works for both parties at no charge.

### **If you need to cancel**

If a suitable reschedule cannot be found, the following charges will apply:

- 21+ days notice of cancellation – no charge/ full refund
- 14- 21 days notice of cancellation – 50% charge/ 50% refund
- Less than 14 days' notice of cancellation – full charge/ no refund.

Any non-refundable travel arrangements or disbursements will be charged to you.

### **If we need to cancel**

If a suitable reschedule cannot be found, all monies paid will be refunded. We will pay any non-refundable travel arrangements or disbursements.

Unless otherwise agreed, we are not liable for venue, catering or other costs incurred.

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## 6. Confidentiality and Intellectual Property

We will not disclose any confidential information we obtain in performing services to any other person. Both parties agree to keep any information confidential if it is treated and/or marked by the other party as confidential.

**Our confidential information includes methodologies, tools, templates, and exercises for delivering this engagement. These items are Intellectual Property and cannot be distributed, copied, or used without permission.**

You agree not to reproduce, distribute, disclose, or commercially exploit our confidential information or intellectual property without express written consent.

Any Intellectual Property owned by a party before the commencement of the engagement shall remain that owner's property.

Alicia McKay reserves the right to new Intellectual Property created during this engagement.

## 7. Conflict of Interest

We may occasionally work with other clients in the same industry as you. Alicia McKay and Structured Conversations Limited are not exclusive to any particular client. They may work for any client or project while ensuring no conflict of interest exists.

We will inform you immediately if a potential conflict arises and will implement appropriate confidentiality measures to manage such conflict.

## 8. Access and Cooperation

You agree to provide us access to your premises and the information and equipment needed to perform our services.

Where timetables have been agreed to provide necessary information for the project to proceed, you agree to adhere to them. Any delays caused by your failure to provide information or access promptly may affect project timelines and budgets.

Any additional costs resulting from delays due to late provision of required information may be billed separately.

## 9. Deadlines

We will always do our best to meet agreed deadlines. Where you need to extend deadlines unexpectedly, we will not be held responsible for extensions to the overall delivery timetable or necessary reductions in the scope of the services.

## 10. Indemnity and Liability

We indemnify each other against all expenses, damages, losses, and costs incurred or awarded by or against the other party as a result of any negligent act or omission to

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the fullest extent permitted by law. Neither party will be liable for any indirect, special, consequential, or exemplary damages, including but not limited to loss of profit, loss of business opportunity, or reputational damage.

You are fully responsible for reviewing and approving the content and deliverables of our engagement. Our total liability is limited to the amount of the fees paid.

## 11. Marketing Permissions

We reserve the right to take and use photographs, make audio/visual recordings, and facilitate media requests for project and promotional purposes.

Unless otherwise requested, we reserve the right to use photos, video recordings, testimonials, and feedback for marketing. Please notify us in writing if you prefer that we do not use specific material.

## 12. Force Majeure

Neither party is liable for delays or failures in performance due to circumstances beyond its reasonable control, including but not limited to natural disasters, pandemics, war, terrorism, governmental restrictions, or acts of God.

Both parties agree to communicate promptly in such events to discuss suitable alternative arrangements.

## 14. Dispute Resolution

Please let us know immediately if you have any concerns or complaints about our services. We will respond as soon as possible and always endeavour to resolve the matter in a way that is fair to all parties.

In any dispute arising from this agreement, both parties agree first to attempt resolution through good faith negotiation. If unresolved after 30 days, the parties agree to mediation before pursuing formal legal remedies.