

Terms & Conditions of Trade

Please initial each page and return along with your signed Terms of Engagement.

Billing

1. The fees which we will charge or the manner in which they will be arrived at, are set out in our engagement letter.
2. If the engagement letter specifies a fixed fee:
 - 2.1. we will charge this for the agreed scope of our services. Work which falls outside that scope will be charged on an hourly rate basis. We will advise you as soon as reasonably practicable if it becomes necessary for us to provide services outside the agreed scope and if requested, give you an estimate of the likely amount of the further costs.
 - 2.2. an invoice will be sent upon commencement of work for the ensuing month. Payment of that invoice is 14 days net. You authorise us to debit against this amount pre-paid by you.
3. Where our fees are calculated on an hourly basis:
 - 3.1. the hourly rates are set out in our engagement letter. Time spent is recorded in 1 minute units, with time rounded up to the next minute.
 - 3.2. an invoice will be sent upon completion of work per calendar month. Payment of that invoice is 7 days net.
4. Where weekly or monthly recurring payments are set up via FogelbergConsulting.com:
 - 4.1. the scope of services will be determined in conjunction with you and outlined in an engagement letter where not provided already.
5. Where our fees are calculated on a percentage basis:
 - 5.1. the percentage rates are set out in our engagement letter.
 - 5.2. an invoice will be sent upon finance approval with conditions agreed reasonably achievable by both parties. Payment of that invoice is 7 days net.
 - 5.3. a refund of the fee difference will be made to the client should the amount drawn down be less than the original amount approved.
6. If payment is not made without prior arrangement by the due date we may charge a 2% per calendar month (or part thereof) compound interest charge on balance of bill.
7. We reserve the right to stop work if you fail to make payment when and as it falls due.
8. Any debts beyond 30 days (unless a prior payment arrangement has been entered into) will be referred to a debt collection agency and any costs associated in recovering such debts will be passed onto you.
9. We reserve the right to review fees for services rendered on a regular basis; any change in price will be notified in writing.
10. Disbursements and expenses: In providing services we may incur disbursements or have to make payments to third parties on your behalf. These will be included in our invoice to you when the expense is incurred. We may require an advance payment for the disbursements or expenses which we will be incurring on your behalf.
11. GST (if any): Is payable by you on our fees and charges.

Dispute Resolution

We aim to provide the highest standard of professional service and are focused on the concerns of your business. If for any reason you feel you have not received the level of service expected or have an issue to raise, please contact myself to discuss how the problem may be resolved.

Withdrawal/Termination

1. You may terminate our services at any time.
2. If the engagement letter specifies a fixed fee, a pro-rata refund on any unused time billed within the last month will be provided within 5 business days.
3. Where our fees are calculated on an hourly basis a final invoice will be issued. Payment of that invoice is 7 days net.
4. Where our fees are calculated on a percentage basis a final invoice will be issued if applicable. Payment of that invoice is 7 days net.

Limitations of Liability

1. You agree that in no circumstances shall the maximum liability of Fogelberg Consulting (including directors, employees and agents) to you for any loss arising in connection with the initial or any subsequent engagement exceed the current financial year fees paid by you to Fogelberg Consulting.

2. You agree to indemnify and hold harmless this company, its directors, employees and agents from and against any and all costs, expenses, losses, claims, demands, actions, suits or proceedings paid, incurred or suffered by, or made or initiated against any of them by any third party arising out of, or in connection with, the engagement.
3. Any claim against us must be made and notified to us within one year of the date we complete the scope of services set out in the terms of engagement.

Confidentiality

1. Any information and all matters connected with and relating to your business and its performance are confidential, and we shall not disclose them to any other person/entity unless authorised to do so in writing or unless legally required.
2. We may include your company logo on our website for the purpose of displaying examples of clients we have provided services to. No information regarding the services provided will accompany these unless your express consent is given.
3. A Non-Disclosure Agreement can be provided upon request.

Privacy Policy

In the course of our interaction with you, such as when you visit our website or instruct us to engage with your business, we collect personal information from you, including information about you:

- name
- contact information
- location
- computer or network
- interactions with us

We collect your personal information in order to:

- provide services to you, including responding to your requests or inquiries,
- verify business information,
- analyse data,
- seek feedback,
- bill you for our services.

By providing us with information, engaging us to provide services, or by using our website, you consent to the collection, use, storage and disclosure of personal information in accordance with this privacy policy. The personal information that we collect about you is only what is necessary, relevant and not excessive for the business purposes for which it is to be used.

If, for the purposes listed above, we deem it necessary, we may disclose your personal information to the following third parties:

- third party service providers;
- your professional advisers, such as lawyers;
- credit Reporting agencies;
- debt collection agencies;
- regulators and government agencies and anyone else who we are legally required or authorised to share your information with, such as under the Anti-Money Laundering and Countering Financing of Terrorism Act 2009; or
- any other third parties we tell you about or that you authorise disclosure to.

Providing some information is optional. If you choose not to enter personal information, we'll in some cases be unable to provide our services to your business.

We keep your information safe by storing it in password-protected digital storage and only allowing authorised staff to access it.

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 at Lani@fogelbergconsulting.com, or 027 341 3792, or PO Box 479, Shortland Street, Auckland 1140.

General

1. These Terms apply to any current engagement and also to any future engagement, whether or not we send you another copy of them.
2. We are entitled to change these Terms from time to time, in which case we will send you amended Terms.