

INVOICE

«ContactName»
«ContactPostalAddress»
«ContactTaxDisplayName»
«ContactTaxNumber»

Invoice Date
«InvoiceDate»

«OrganisationName»
«OrganisationPostalAddress»

Account Number
«ContactAccountNumber»

Invoice Number
«InvoiceNumber»

Reference
«Reference»

«OrganisationTaxDisplayName»
«OrganisationTaxDisplayNumber»

Description	Quantity	Unit Price	«TaxUnitName»	Amount
«TableStart:LineItem»«ItemCode», «Description»	«Quantity»	«UnitAmount»	«TaxPercentageOrName»	«LineAmount»«TableEnd:LineItem»
			Subtotal	«InvoiceSubTotal»
		«TableStart:TaxSubTotal»Total	«TaxCode»	«TaxTotal»«TableEnd:TaxSubTotal»
		Invoice Total	«InvoiceCurrency»	«InvoiceTotal»
		Total Net Payments	«InvoiceCurrency»	«InvoiceTotalNetPayments»
		Amount Due	«InvoiceCurrency»	«InvoiceAmountDue»

Due Date: «InvoiceDueDate»

«DefaultCurrencyTaxMessage»

«CurrencyConversionMessage»

«PaymentImage»

«PaymentMessageAndUrl»

LIVING BUSINESS LIMITED – ENGAGEMENT TERMS AND CONDITIONS

1. CLIENT'S ACKNOWLEDGEMENTS

- 1.1. A legally binding Contract is established between the two parties (based on these terms and conditions contained herein) and deemed accepted by the Client once the Client placing an order for the supply of any Services or if the Client accepts delivery of the completion Services from LB. In such events, the Client will immediately be bound, jointly and severally, by these terms and conditions.
- 1.2. No amendment of this Contract will be of any force or effect, unless in writing signed by an authorised representative of each party.
- 1.3. Upon signing this Contract both parties declare and confirm, they are lawfully entitled to enter this Contract (including where the Client is to act in the capacity as a trustee of any trust ("Trust")). Furthermore, the Client declares that they are not insolvent and accepts that this Contract creates an enforceable legal agreement on the Client to meet his/her obligations and responsibilities under the Contract (including payment when requested).
- 1.4. If the Client is primarily a Trust entity, the Client declares that the provisions of the Trust does not imply to exclude or remove the right of indemnity of the Client against the Trust. The Client agrees to notify LB forthwith, if there are any substantial changes to the Trust that could affect the business relationship and the Client's obligations under the Contract which includes any variations or resettlements of trust assets or any changes of trustees, that may or could be the basis of any security under any contract with LB.
- 1.5. The Client acknowledges and accepts that unless any report, description, or order is stated in writing, by Living Business Limited or its duly official representative, Living Business Limited shall not be bound by any such unapproved statements.
- 1.6. Where LB has been provided with an email address from the Client for e-communications, both parties agree to fully comply with all current requirements by law pertaining to electronic messaging (including but not limited to, Unsolicited Electronic Messages Act 2007).
- 1.7. Where it is agreed between both parties, electronic signatures, or e-signatures shall form part thereof, the acceptance to this Contract and to be deemed compliant, both parties acknowledge and agreed to adhere to all required provisions pertaining to such acceptance covered by the Contract and Commercial Law Act 2017.

2. ERROR AND OMISSIONS

- 2.1. LB shall have no liability, unless attributed to negligence and/or willful misconduct by LB, arising from any typographical, clerical, or other error, mistake or omission in any information, communication or other document or information issued by it.

3. PAYMENT TERMS

- 3.1. The Fee will be as stated on the invoice supplied to the Client or as stated in the quotation (inclusive of any variations prior to acceptance but the quoted Fee shall only be binding for the period offered by LB, if no date is stated, then the quote shall apply for a period of no less than 20 Business Days).
- 3.2. Deposits due, are at the discretion of LB and the deposit amount may vary due to the nature of the Services to be conducted. Any deposit required will be stated at the time of quoting and shall become immediately due and payable upon the Client's acceptance, prior to the commencement of the Services, failure to make such payment can and will affect the commencement date.
- 3.3. The Fee will be payable by the Client by the due date established by LB, as follows:
 - (a) Prior to, or at the time of completion of the Services; or
 - (b) Credit Approved Client's:
 - (i) As agreed by both parties, by the date as stated in LB's schedule for payments; or
 - (ii) Upon the issue of a statement to the Client's operating business address, 20 Business Days following the end of every month; and
 - (iii) Xero subscriptions are invoiced monthly in advance, payable by direct debit via Go Cardless or Stripe with a due date of 10 Business Days from the subscription renewal date. The Client agrees to be bound by Go Cardless or Stripe's conditions, however, failure to honour a late payment after 5 Business Days of the appropriate notice, may result in LB or Xero exercising their right in denying access to the Client to use the software and/or the right to use this method of payment.
 - (c) In all other cases, unless stated otherwise, the date for payment is 7 Business Days from the date of any invoice/s issued (by email or post) to the Client by LB.
- 3.4. Receipt for payment can be made through direct bank transfer, bank card (Mastercard or Visa, however, bank-imposed charges may apply per transaction) as acceptable payment methods. Outside of these options, LB must be contacted first, before the supply of any Services will occur.
- 3.5. For the avoidance of doubt, it is agreed by both parties that the Client may not set-off against any monies due to LB by the Client, that the Client considers LB owes the Client, it must not be automatically deducted from the Fee, nor can any payment due be withheld by the Client because part of any invoice is in dispute. Where the Client believes that there has been a mistake made, and monies are due, LB requests that the Client contacts LB within 7 Business Days of receipt of the invoice/statement, so that LB may investigate any alleged error. If a mistake has occurred, the Client's subsequent invoice/statement will be adjusted.
- 3.6. Apart from where LB states otherwise, GST is not included in the Fee, for all relevant Services supplied (including but not limited to, all Services, costs, duties, fees, and freight charges, if applicable) except where GST is explicitly shown as included in the Fee.

4. VARIATIONS

- 4.1. LB's Fee may be subject to adjustment (upon written notice to the Client):
 - (a) If the Client requests a variation to the Services, other than outlined in any LOE; or
 - (b) Re-imbursment of expenses such as printing charges per sheet for additional copies of reports, etc.; and
 - (c) As a result of increases beyond LB's reasonable control (e.g., third-party suppliers' costs, etc.);
 - (d) Any adjustment to the Fee due to variation/s shall be allowed for at the time of the final invoicing or the next payment claim made by LB.
- 4.2. Any variations to the Client's original quote, will be described in full as a variation on the invoice. If LB does not receive a respond to any variation invoice presented to the Client within 7 Business Days from the date of receipt of the invoice, LB will assume that the variation invoice is accepted without dispute. Payment will be due as per the date stated on the said invoice.

5. PROVISION OF THE SERVICES

- 5.1. LB will endeavour to commence the Services on the commencement date specified in this Contract, and to complete the Services within a timely manner or the period stated in this Contract, subject to clause 5.2. LB will not be liable for any loss or damage incurred by the Client because of the Services late commencement, however, LB will at every opportunity consult with the Client to ensure the Services do take place, as soon as reasonably possible. LB at its discretion shall be entitled to charge a reasonable fee for re-supply of the Services at a later stage.
- 5.2. Extension of Time "EOT" – LB may at any time, at his/her discretion, seek an extension of time, to put back the commencement date and/or extend the Services period for completion, by giving the Client notice, (such written notice shall include the reasons and the requested length of said extension) which the grounds of extension are based upon because of:
 - (a) Any variations as per clause 4;
 - (b) A Force Majeure event as per clause 16 (including if a Site is closed subject to the Ministry of Health as all tradespeople are required to, self-isolate) but only for the period that the Force Majeure event affects the Services; and
 - (c) Any act, default, delay, or omission on the part of the Client in providing instructions, making payment, or doing anything necessary (including, but not limited to, selecting items for the Services or the Site being ready for

commencement of the Services and has suitably notified LB) to allow the Services to proceed;

- (d) Anything outside LB's reasonable control.
- 5.3. Nothing in this Contract shall have the effect of limiting or preventing LB from claiming more than one extension of time for a delay specified in clause 5.2.
- 5.4. The Client accepts and agrees to supply LB:
 - (a) With access to information (commercial and/or personal) that LB requires to properly provide the Services to the Client, as outlined in LB's proposal or LOE, including access to all the Client's books, records, databases, personnel, and technology systems, etc. ("Information"); and
 - (b) Keep LB informed of any developments (including any business structure changes or acquisition purchases etc) that a reasonable person would consider is likely to impact on the Services.
- 5.5. The Client warrants that all Information provided to LB to be used for the provision of the Services:
 - (a) Has been obtained legally;
 - (b) Is true and correct in every detail and thereby not false or misleading in anyway; and
 - (c) Complies with all laws, regulations, codes of practice, guidelines and any applicable standards as determined by any relevant regulatory agency or industry self-regulatory body (including, confidentiality, anti-money laundering or privacy laws, etc.); and
 - (d) Does not infringe copyright, trademark, or any other legal rights of another person and/or entity.
6. DEFECTIVE SERVICES
- 6.1. The Client shall inspect the Services on completion and shall within 20 Business Days of delivery (time being of the essence) notify LB of any alleged defect or any fault, or failure to comply with the scope of Services being provided or the quote.
- 6.2. Notwithstanding clause 6, LB reserves the right to inspect the Services within a reasonable time following completion, if the Client believes the Services are defective in any way. If the Client shall fail to comply with these provisions, the Services shall be presumed to be free from any defect or fault and thereby in accordance with clause 17, LB shall have no liability or responsibility (in contract, tort or on any other legal basis) for any indirect or consequential injury, loss, damage, or expense whatsoever and howsoever that arises.
- 6.3. For the avoidance of doubt, in relation to any alleged defective in the Services provided, which LB has agreed in writing or to the extent allowed by law, that the Client is entitled to reject, LB's liability is limited to:
 - (a) Rectify the Services; or
 - (b) Payment of the cost of rectifying the Services by another third party, if LB is unable to do so; or
 - (c) Refund the Client the value of the total amount invoiced to the Client, where a significant issue occurs and is subject to the Consumer Guarantees Act 1993.

7. TITLE

- 7.1. Title in any Documentation (if any) supplied by LB in the provision of the Services does not pass to the Client until payment for the Services (together with any additional interest or charges as set out in these terms of trade) have been made in full by way of cleared funds and the Client's obligations have been fulfilled, and until then LB's ownership or rights in respect of the Services shall continue.
- 7.2. Notwithstanding clause 7.1, LB in addition reserves the right to exercise a general lien over any Documentation (including any financial statements, reports or property) that belongs to the Client that is in the possession of LB from time to time, if any Fees due remain unpaid to LB under this Contract or any other contract to which the Client and LB are parties. The Client accepts that if LB exercises the right of a general lien, it will not be discharged until such time as the outstanding Fees are paid.

8. OTHER LEGISLATION

- 8.1. If the Client is acquiring the Services for the purposes of a trade or business, the Client acknowledges that the provisions of section 43 of the Consumer Guarantees Act 1993 ("CGA") and section 5D of the Fair Trading Act 1986 ("FTA") do not apply to the supply of Services by LB to the Client, nor will the provisions of the FTA apply to either parties conduct or representations if unintentional: section 9 (misleading conduct), section 12A (unsubstantiated representations) or section 13 (false or misleading representations).
- 8.2. If the Client is acquiring Services in the capacity as a "consumer" as defined in the Consumer Guarantees Act 1993 and the Client is not in trade, nothing in the Contract will exclude or limit the Client's rights or remedies under the Act.
- 8.3. If the Client is ever in breach of clause 8, then the Client accepts and agrees to indemnify LB against all claims, liability, losses, or costs imposed or incurred by LB, because of such a breach.

9. INTELLECTUAL PROPERTY & CONFIDENTIALITY

- 9.1. Each party agrees to treat all information and ideas communicated by the other party as Confidential Information and both parties agree not to divulge any such information to any third-party, without the other party's written consent.
- 9.2. Notwithstanding clause 9.1, all rights, title, and interests in and to all Intellectual Property created for the Client by LB (including the likes of any content or ideas contained in a proposal or report) shall become part of LB's Intellectual Property that LB is entitled to retain copyright over. Use of such Intellectual Property created shall only be for the Client's original purpose as agreed between the parties and to copy or reproduce the documentation, is prohibited, unless LB grants permission in writing.

10. DEFAULT

- 10.1. In any event, LB reserves the right to charge the Client interest in respect of the late payment of any sums due under this Contract, which will be calculated and cumulated monthly, at the rate of five percent (5%) per year above the official cash rate as set from time to time by the Reserve Bank of New Zealand, from the due date until receipt of payment, and also prior, to any judgement being awarded by a court of law.
- 10.2. Whether this Contract is ended by mutual agreement or due to any breach by the Client, all monies owed by the Client (including any interest or costs due) to LB shall become immediately due and payable. Without limiting the effect of this clause 10.2 it shall survive the end of this Contract, and any other terms and conditions which by their nature are intended to survive.
- 10.3. Notwithstanding clause 10.1, it is further agreed that if the Client owes LB any money, the Client agrees to reimburse LB all costs and expenses suffered by LB in their attempt to recover all overdue monies owed to LB, (which may include charges incurred by LB from their banking institute for dishonours or chargebacks, legal costs on a solicitor and own client basis, inhouse admin fees or any fees charged during the debt recovery process, if a debt is passed to a recognised Debt Collection Recovery Agency).

11. CANCELLATION

- 11.1. By LB:
 - (a) At any time before the Services are carried out upon provided the Client 7 Business Days' notice in writing; and
 - (b) LB agrees to refund the Client any funds paid by the Client in respect of the Services, less any amounts owing to LB for items purchased on the Client's behalf where credits or refunds cannot be obtained from LB's third-party suppliers; and
 - (c) LB will not be liable to the Client for any loss or damage the Client suffers because LB has relied on its rights covered in this clause.
- 11.2. By the Client:
 - (a) Prior to Delivery of the Services, by giving no less than 7 Business Days written notice, the Client remains liable for any costs incurred by LB (including, but not limited to, loss of profit) up to the time of cancellation; or
 - (b) Where the Client cancels the Services that have commenced:
 - (i) The initial notification may be by telephone but must be confirmed in writing or email within 7 Business Days; and

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LIVING BUSINESS LIMITED – ENGAGEMENT TERMS AND CONDITIONS

- (ii) The Client shall be invoiced for all work completed up until the date of cancellation. Any deposit paid prior to the commencement of the Services will be forfeited in lieu of monies due, however, the Client remains liable for any monies due over and above any deposit paid; or
- (iii) At LB's discretion, where failure of clause 11.2(b)(i) occurs, the Client may be required to pay the full quoted Fee.

12. PRIVACY POLICY

12.1. In accordance with the Privacy Act 2020 and full disclosure, LB has advised the Client that Personal Information will be collected, handled, used, and stored about the Client during the business relationship and thereby, the Client grants consent to LB to proceed with any inquiries with any third party necessary for the following purposes:

- (a) Assessing the Client's credit risk (if any);
- (b) Administering the Client orders;
- (c) Receiving information from one or more credit reference agencies, relating the credit record and repayment history of the Client;
- (d) Disclosing credit-related information to, and using the credit Services of, one or more credit reference agencies, on a continuing basis at any time and entirely at its discretion concerning the Client's credit worthiness.

12.2. For the avoidance of doubt, all authorities given above are continuing authorities, to apply throughout the duration of the term of LB and Client's trading relationship.

12.3. The Client, if an individual, has a right of access to Personal Information about the Client held by LB and may request correction of the information.

12.4. For the purposes of this clause 12, Personal Information has the meaning given to it in the Privacy Act 2020.

13. NOTICES

13.1. If either party gives or is required to give notice to the other party under this Contract, it must be;

- (a) In writing;
- (b) Be given directly to the other party concerned;
- (c) Directed to the recipient's address for service of notice, specified in the quotation or, proposal (Contract details) or as advised from time to time; or
- (d) Sent by pre-paid post; or
- (e) Email address that was given to LB by the other party for the purposes of service.

13.2. **Notice is taken as received when:**

- (a) A notice given in accordance with clause 13.1 is taken to be received; or
- (b) If given to the concerned party on delivery; or
- (c) If sent by prepaid post, 5 Business Days after the date of posting for local or regional mail and 10 Business Days after the date of posting for international mail; or
- (d) If sent by courier mail, immediately upon signed receipt thereof; or
- (e) If sent by email, at the time denoted in an automated receipt notification received by the sender (in the absence of manifest error or tampering) or, if that function is not enabled, upon acknowledgement of receipt by the other party by return email or otherwise).

14. DISPUTE RESOLUTION

14.1. If either party has any dispute or disagreement in connection with, or arising out of, this Contract that party must give the other party written notice, clearly identifying, and providing full details of the dispute. Both parties if unable to do so themselves, will appoint one representative to act on their behalf to try to settle the dispute (each party shall bear their own costs associated with any mediation method chosen). Failure to settle the dispute by the representatives and/or by mediation within 10 Business Day (or whatsoever timeframe allowed) after service of the written notice shall allow either party to issue a further notice (subject to clause 13.1) to the other party stating that the dispute is now to be referred to a sole arbitration and the provisions of the Arbitration Act shall apply.

14.2. Nothing shall restrict either party's freedom to commence legal proceedings to preserve any legal right or remedy or protect and proprietary or trade secret right.

14.3. Furthermore, the Client agrees not to contract any third party to replace LB as their provider of the Services to be supplied under this Contract until the dispute resolution process in clause 14.1 has been completed, and then only if arbitration has found against LB in its determination, and LB is unable or unwilling to resolve, rectify or correct the issues that have led the arbitrator to find against LB.

15. ASSIGNMENT

15.1. Neither party shall assign, sub-license or otherwise transfer this Contract or any part of it to any other person, without not firstly obtaining written consent (hardcopy or email) of the other party. Such consents shall **not be unreasonably withheld or delayed**.

15.2. Unless specifically stated otherwise, in any consent to an assignment (as covered in clause 15.1), no assignment shall release or discharge the assignor from any liability or obligation under this Contract.

15.3. Furthermore, it is agreed between the parties that the Client **cannot give any instructions or redirect the performance of the Services** of any of LB's Sub-consultants or third-party suppliers that are engaged to carry out any part of the Services, without firstly obtaining **written consent from LB**.

16. FORCE MAJEURE

16.1. Both parties are freed from any liability or obligations, if a Force Majeure event occurs:

- (a) The obligations of a party under this Contract will be suspended to the extent that it is wholly or partially precluded from complying with its obligations under this Contract by Force Majeure; and
- (b) A party affected by Force Majeure must notify the other party as soon as practicable of the Force Majeure and the extent to which that party is unable to comply with its obligations; and
- (c) If a failure or delay in performance exceeds 60 Business Days, either party may immediately terminate this Contract by written notice to the other party.

16.2. Nothing in clause 16.1 shall excuse payment of any amount owing due or which becomes due under the terms of this Contract.

17. LIMITATION OF LIABILITY

17.1. LB will **not be liable** for any loss caused by a failure by the Client to comply with the Client's obligations under this Contract. further, LB's total liability will not, under any circumstances, exceed the Fee for the services performed, pursuant to this Contract or the amount of cover provided by LB's Professional Indemnity Insurance currently in place, whichever is the lesser.

17.2. LB, its directors, officers, agents, or employees will **not be liable in a personal capacity**, in any way for any form of loss or damage of any nature whatsoever suffered, whether arising directly or indirectly, by the Client or any person related to or dealing with the Client out of, in connection with or reasonably incidental to the scope of Services being provided by LB to the Client. The Client acknowledges it has relied, and/or will rely, only on the business experience, skill, and ability of LB.

17.3. The liability of LB (if any) to the Client, whether under the law of contract, tort or otherwise on the expiration of, unless otherwise agrees, shall expire twelve (12) months from the date of either completion or termination of the Services, whichever is the earlier date, unless in the meantime the Client has made a claim in writing to LB, specifying a negligent act, omission or statement said to have caused any alleged loss, or damage sustained or sustainable.

18. MISCELLANEOUS

18.1. If any term or obligation of this Contract is at any time held by any jurisdiction to be negated, invalid or unenforceable, then it shall be treated as changed or reduced, only to the extent minimally necessary to bring it within the laws of that jurisdiction and to prevent it from being void and it shall be binding in that changed or reduced form. Subject to that, each provision shall be interpreted as severable and shall not in any way

between the two parties that cannot reasonably be resolved by mediation shall then be litigated only, by the jurisdiction of the Wellington Courts of New Zealand.

18.3. LB reserves the right from time to time to amend their terms and conditions, but for disclosure purposes any amendments shall always be provided in writing to the Client and/or notified by email that the updated terms and conditions are posted and ready for viewing on LB's website. The amended terms and conditions take effect for any new contracts from when the Client accepts the updated terms and conditions and/or from when the Client asks LB to supply additional Services.

19. DEFINITIONS AND INTERPRETATION

19.1. In this Contract, unless the context otherwise requires capitalised terms have the meaning set out below:

- (a) "**Business Days**" means a day on which banks are open for business in New Zealand other than a Saturday, Sunday, or public holiday.
 - (b) "**Client**" means the person/s, entities (including but not limited to, partnerships and/or a trust and where applicable shall include the Client's executors, administrators, successors and permitted assigns) or any person with written consent given by the Client to act on the Client's behalf to request LB to provide Good and Services as specified in any quotation, purchase order or other documentation.
 - (c) "**Confidential Information**" means any information:
 - (i) Relating to this Contract;
 - (ii) Relating to a quotation, order or proposal or its contents;
 - (iii) Relating to a Client of LB
 - (iv) Disclosed by either party to the other party on the express basis that such information is confidential; or
 - (v) Which might reasonably be expected by either party to be confidential in nature. Provided that, where information relates exclusively to one party, nothing in this Contract will require that party to maintain confidentiality in respect of that information.
 - (d) "**Contract**" means this Contract, inclusive of its terms and conditions contained herein, its schedules and annexures or any quotation, proposal, invoice, or document that forms part thereof and/or is deemed to be supplementary to this Contract.
 - (e) "**Documentation**" means any Documentation (including any related items, schedules, or appendices) of any kind that LB provides to the Client as specified in any Contract, quotation, proposal, order, or any other Documentation.
 - (f) "**Fee**" means the Fee (based upon LB's team and the person or persons appointed to the Client file, their degree of responsibility and skill plus the time involved completing the Services) due under this Contract for the supply of Services as agreed between LB and the Client and (if applicable) shall include any GST payable. LB's Fee charges **do not cover** protracted negotiations with other parties.
 - (g) "**Force Majeure**" means an event outside the reasonable control of either party, including an act of God, earthquake, adverse weather conditions, flood, storm, fire, explosion, war, rebellion, terrorism, strike, lock-out, industrial action national or global epidemics or pandemic and/or the implementation of regulation, directions, rules or measures being enforced by Governments or embargo, including but not limited to, any Government quarantine restrictions for any goods or individuals.
 - (h) "**GST**" means Goods and Services Tax, as defined within the Goods and Services Tax Act 1985.
 - (i) "**Intellectual Property**" means and includes (whether invisible, electronic or any other form) all brands, and symbols, names and images used in commerce, goodwill, logos, formulae, techniques, know-how, specifications, designs, drawings, copyright, manufacturing processes, patents, and trademarks (if any) whether registered or not, software (and source and object code), business strategies and contracts, confidential business information including market and marketing strategies.
 - (j) "**LB**" means **Living Business Limited**, their successors, and assigns.
 - (k) "**LOE**" means the Letter of Engagement, proposal, estimates, or other documents prepared by LB and presented to the Client to describe the scope of Services to be provided, goods and any equipment/personnel proposed to be utilised for the Services, and the amount or method of calculation of the Fee including any reimbursable expenses.
 - (l) "**Personal Information**" means information about an identifiable individual by ways of their name, address, D.O.B., occupation, driver's license details, electronic contact type details, such as, email, IP Address, social media such as: Facebook, or Twitter, or next of kin and any other contact information (if applicable) and were deemed relevant shall include any previous credit applications or credit reporting status. By the nature of such information, it shall always be considered, Confidential Information.
 - (m) "**Services**" means all Services (including bookkeeping using Xero, WorkflowMax or any other agreed software programme, as well as, payroll maintenance, advice, consultancy, or recommendations and where these terms and conditions give allowance to, the terms 'Services' or 'Documentation' may be identified and substitutable for the other) supplied by LB to the Client, and are as described on the invoices, quotation, authorisation form or any other forms as provided by LB to the Client.
 - (n) "**Sub-Consultants**" means independent consultants engaged and paid by LB for the purposes of their expertise an additional assistance with the provision of the Services to be provided to the Client. Such parties (if known) will be listed in the LOE including billing rates, at the time of presentation to the Client, any additional Sub-consultants that may be necessary after the Services have commenced will be duly notified to the Client in writing, a contingency will be built into the cost of the Services to be provided for such allowances, the Client will be bound by the conditions of clause 15 in respect of such parties.
- 19.2. In this Contract, unless the context requires otherwise:
- (a) **Headings:** Headings to clauses are for convenience only and shall not affect their interpretation;
 - (b) **Joint obligations:** If there is more than one person or party to this Contract herein, this Contract shall bind all persons and parties jointly and severally.
 - (c) **Parts of Contract:** References to this Contract shall including its clauses, cross references, schedules, appendices, or any other document relevant to the Contract;
 - (d) **Plurals:** Words importing the singular shall include the plural and vice versa and words importing the masculine, feminine and neuter shall include all three;
 - (e) **Fee:** A reference to dollars or \$ is to an amount in New Zealand currency;
 - (f) **Statutory Requirements:** A reference to any Act or Regulation shall include subsequent Acts or Regulations in amendment of, or substitution for, the same.
- 19.3. **Neutral Interpretation** - nothing in this Contract is to be interpreted against a party solely on the ground that that party put forward this Contract or a relevant part of it.

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