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1. Application, acceptance and priority

These Terms and Conditions of Service (Terms) apply to services supplied under the trading name NorthForge Systems (NorthForge) to the client identified in the relevant quote or Service Framework Agreement (SFA) (Client). NorthForge Systems is the trading name of the New Zealand sole trader identified by legal name and NZBN in that quote or SFA.

NorthForge will give the Client a copy of these Terms, or a working link to them, before the Client accepts an engagement. The copy or link may be provided in a quote, SFA, email, email footer or another written communication.

An authorised Client representative may accept an engagement by signing or confirming acceptance of a quote or SFA, issuing a purchase order or written work request that identifies the relevant quote, SFA or Agreement, or instructing NorthForge in writing to begin the Services. The engagement becomes binding when NorthForge confirms acceptance or begins the requested Services.

During an engagement, NorthForge may rely on routine day-to-day instructions from an authorised Client representative, whether given verbally or in writing. NorthForge may require written confirmation where an instruction materially changes the scope, fees, timing or authority, or involves bank details, settlements or legal action.

The version of these Terms provided when the engagement is accepted applies unless the parties agree otherwise in writing. An Authority to Act records the authority given to NorthForge to act for the Client. It does not change the agreed Services, fees or liability unless expressly agreed in writing.

If documents are inconsistent, the more specific agreed wording applies to the matter it covers. Otherwise, the order of priority is: (1) any signed variation; (2) the accepted quote or SFA; (3) an accepted written work request, for the work, timing and fees it covers; (4) these Terms; and (5) an Authority to Act, for the authority it records.

2. Definitions and interpretation

Agreement means the accepted quote or SFA, these Terms, any accepted written work request and any written variation agreed by the parties. SFA means the Service Framework Agreement for the engagement. Services means the work described in the accepted quote or SFA, together with any additional work agreed in writing. Client Data means records, business data, confidential information and personal information supplied by or for the Client. Working Day means a day other than Saturday, Sunday or a public holiday observed in the recipient's location in New Zealand.

Headings are included for convenience. Words such as "including" give examples and do not limit the words that follow. Writing includes email, an electronic message capable of being retained, and an electronic signature. References to legislation include amendments and replacements.

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3. Performance, cooperation and changes

NorthForge will perform the Services with reasonable care and skill, in line with the agreed scope, lawful Client instructions and applicable law. The Client must provide complete, accurate and timely information, approvals, records and access reasonably needed for the Services. The Client must be entitled to provide those items and must tell NorthForge about any third-party ownership, confidentiality or use restriction that applies to them.

NorthForge may accept and rely on information, approvals and written requests, including requests for extra work, from the Client's owners, directors, managers, employees, contractors or other representatives who reasonably appear authorised to act for the Client. Any such request is treated as a request from, and is binding on, the Client. This does not apply if NorthForge knows, or should reasonably know, that the person is not authorised or the information is materially incorrect. The Client must tell NorthForge in writing about any limits on a person's authority. Before starting extra work requested by such a person, NorthForge will confirm in writing what was requested and the fee or rate that will apply. The Client must pay that agreed fee or rate, together with any approved expenses or third-party costs incurred for that extra work.

Each party must promptly tell the other in writing if it becomes aware of anything likely to materially affect the scope or timing of the Services. Any other change affecting scope, price, timing, risk, access or authority must also be agreed in writing before NorthForge is required to proceed.

NorthForge may pause and seek instructions where information is missing or disputed, an instruction appears unlawful or misleading, a security or privacy risk arises, or continuing would materially increase risk to a party or third party.

4. Fees, expenses, invoices and GST

The Client must pay the fees, charges and approved expenses stated in the accepted quote or SFA. The payment basis and amount for each engagement are those stated in that document. Unless the accepted quote or SFA states otherwise, NorthForge will invoice every two weeks. Each invoice is due within seven calendar days after the Client receives it. Fees exclude GST unless expressly stated otherwise, and GST will be added only if NorthForge is required to charge it. Unless the accepted quote or SFA states otherwise, all amounts are in New Zealand dollars.

The Client must raise a genuine invoice query promptly and pay the undisputed amount by the due date. Interest may be charged on any undisputed overdue balance at 5% per month or part of a month, from the date payment falls due until payment is made in full. Interest is calculated on the unpaid principal balance and is not compounded. If an undisputed invoice remains overdue, NorthForge may, after at least five Working Days' written notice, suspend Services until payment or an agreed arrangement is received. NorthForge may refer an undisputed overdue amount to a debt collection agency, instruct a lawyer, or start proceedings in a court or tribunal. The Client must also pay NorthForge's reasonable collection agency, lawyer, court filing, enforcement and other third-party debt-recovery costs actually incurred in recovering the overdue amount, where the law allows.

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5. Confidentiality

Each party must protect the other party's confidential information, use it only for the Agreement, and disclose it only to personnel, professional advisers, approved subcontractors or authorities who need it and are bound by confidentiality or law. This obligation does not apply to information already lawfully known, public through no breach, independently developed, or required to be disclosed by law.

Where disclosure is required by law, the receiving party will, if lawful and reasonably practicable, notify the other before disclosure and disclose only what is required. Confidentiality obligations continue after the engagement ends.

6. Privacy and personal information

Each party must comply with the Privacy Act 2020 and other applicable privacy requirements. Personal information may be collected, accessed, used and disclosed only where reasonably necessary for the Services and within lawful authority.

The Client is responsible for ensuring its collection and provision of personal information to NorthForge is lawful and that required privacy notices, including any notice required for indirect collection under information privacy principle 3A, are given unless an exception applies. NorthForge will reasonably assist with agreed notices or responses relating to information it handles for the Client.

Where NorthForge holds personal information solely as the Client's agent, NorthForge will not use or disclose it for NorthForge's own purposes. Each party must promptly notify the other of an actual or suspected privacy breach relevant to the engagement and cooperate with containment, assessment, notification and remediation.

7. Security, access and Client Data

Each party must take reasonable steps to protect Client Data against loss, unauthorised access, use, modification or disclosure.

NorthForge will use security measures reasonably appropriate to the nature and sensitivity of the information it handles. This may include secure cloud storage, access controls, multi-factor authentication and role-based or delegated access.

The Client should provide role-based or delegated access rather than shared credentials where reasonably possible. NorthForge will only access Client systems and information as reasonably required to provide the Services and within the authority given by the Client.

NorthForge may use third-party, cloud and technology service providers to store or process Client Data where reasonably required to provide the Services. NorthForge will take reasonable steps to ensure its use of those providers is consistent with applicable privacy law and appropriate to the nature and sensitivity of the information.

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No system or security measure can guarantee complete security. NorthForge is not responsible for an independent failure, outage or security incident of a third-party provider except to the extent that the loss was caused by NorthForge failing to exercise reasonable care in selecting, configuring or using that provider.

The Client retains ownership of its Client Data and remains responsible for maintaining its own source records and required backups. NorthForge may retain records reasonably required for legal, tax, dispute, security, audit or business-record purposes and will securely delete, destroy or de-identify Client Data when it is no longer reasonably required, subject to any lawful retention requirement.

8. Technology and artificial intelligence

NorthForge may use software, automation and artificial intelligence-enabled tools to provide the Services where their use is reasonably appropriate and consistent with this Agreement and applicable law. This may include, from time to time, private, internally controlled or device-based AI systems with appropriate access, privacy and security safeguards.

Technology and artificial intelligence are evolving rapidly. NorthForge will endeavour to keep its technology, AI, privacy and security practices under reasonable review and may change its systems, providers, processes and safeguards as technology, security practices, provider terms and legal requirements develop.

NorthForge will not use Client Data to train an AI model without the Client's written permission.

NorthForge will not knowingly provide confidential, personal or other non-public Client Data to a public or general-purpose AI service where that information may be used for unrelated purposes or model training. Client Data may be processed using private, internally controlled or device-based AI systems where appropriate safeguards are in place and the use is reasonably required for the Services.

NorthForge will apply appropriate human oversight to AI-assisted work that may materially affect the Client, its customers or another person.

9. Intellectual property

The Client retains ownership of its pre-existing materials, brands, records and data. NorthForge retains ownership of its pre-existing methods, know-how, templates, checklists, workflows, systems and generic improvements. Once all applicable fees are paid, the Client owns the specific final deliverables created solely for the Client, excluding NorthForge background material and third-party material.

NorthForge grants the Client a perpetual, non-exclusive, royalty-free licence to use NorthForge background material embedded in a paid final deliverable for the Client's internal business purposes. Neither party may use the other's name, logo or testimonial publicly without written permission.

10. Independent contractor, conflicts and subcontractors

NorthForge is an independent contractor. Nothing creates employment, partnership, joint venture, fiduciary relationship or general power of attorney. NorthForge may provide services to others, including similar businesses, provided it protects confidential information and manages actual conflicts. Subject to agreed outcomes

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and deadlines, Client system availability, and applicable security and privacy requirements, NorthForge chooses when and where to perform the Services and controls how they are performed. NorthForge may accept or decline any offer of additional work, and declining additional work does not end an existing engagement.

Each party must promptly disclose an actual or reasonably perceived conflict relevant to the engagement and work in good faith to manage it. NorthForge may decline or stop affected work if the conflict cannot be managed appropriately. NorthForge remains responsible for approved subcontractors used to perform the Services. Each party confirms that it had a reasonable opportunity to obtain independent advice before accepting the Agreement.

11. Warranties, exclusions and statutory rights

Each party warrants that it has authority to enter into the Agreement. NorthForge warrants that it will perform the Services with reasonable care and skill. NorthForge does not provide legal advice, tax advice, regulated financial advice, audit or assurance, insolvency services or court representation, and does not guarantee that an invoice will be accepted, a debt will be paid or a particular cash-flow result will be achieved.

Except for express terms and rights that cannot lawfully be excluded, no other warranty or representation is given. Nothing in this Agreement excludes, restricts or modifies any right or obligation to the extent that it cannot lawfully be excluded, restricted or modified. NorthForge supplies the Services in trade. The Client confirms that it is in trade and acquires the Services in trade for business purposes. The parties agree in writing that the Consumer Guarantees Act 1993 does not apply to the Services and that it is fair and reasonable for them to be bound by this provision. Accordingly, to the fullest extent permitted by section 43 of that Act, the Consumer Guarantees Act 1993 does not apply.

12. Liability and claims

NorthForge is responsible to the Client only for direct loss that the Client could reasonably have expected and that NorthForge caused by a negligent act, omission or error, or by failing to perform the Services in accordance with this Agreement. As far as the law allows, NorthForge is not responsible for indirect or consequential loss, or for lost profit, revenue, opportunities, expected savings or goodwill.

The Client remains responsible for managing its personnel, contractors, internal communications, authorities, approvals and internal controls. The Client must ensure that people dealing with NorthForge on its behalf have appropriate authority and must notify NorthForge in writing of any limits or changes to that authority.

NorthForge may rely on instructions, information, requests and approvals from a person who reasonably appears authorised in accordance with clause 3. NorthForge is not responsible for loss arising from a person acting outside the Client's internal authority where NorthForge did not know, and could not reasonably have been expected to know, that the person lacked authority.

The Client remains responsible for reviewing and approving its information, records, invoices, instructions, decisions and other matters requiring Client approval or sign-off. NorthForge is not responsible for loss to the extent it results from information supplied or approved by the Client, a Client decision or instruction, or the Client failing to identify an error or issue that it was reasonably responsible for checking.

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Except as stated below, NorthForge's total liability for any claim is limited to the amount invoiced by NorthForge for the Services giving rise to that claim. If the relevant Services were included across more than one invoice, the limit is the total amount invoiced for those specific Services. Amounts invoiced for unrelated Services are not included in the liability limit.

This limit applies only to claims for loss, compensation or reimbursement. The Client must pay each undisputed invoice and every other amount properly due under the Agreement in full and by the due date, without deducting or setting off any claim against NorthForge. A claim about the Services does not by itself make an invoice disputed, reduce the amount invoiced, or suspend the Client's payment duty. The Client must pursue that claim separately unless NorthForge agrees otherwise in writing or a court or tribunal finally orders otherwise. The liability limit does not reduce the interest payable under clause 4 or NorthForge's right to recover reasonable third-party debt-recovery costs actually incurred in recovering an overdue amount, where the law allows. The limit does not apply to fraud, deliberate misconduct, or anything the law does not allow the parties to limit.

New Zealand's legal time limits for making a claim apply. A party making a claim must take reasonable steps to reduce its loss. If that party or someone else helped cause the loss, NorthForge is responsible only for the part it caused.

13. Client responsibility for third-party claims

Subject to clause 12, if someone else makes a claim against NorthForge, or NorthForge suffers a cost or loss, because information, instructions, invoice terms, bank details, authority or materials supplied by the Client were inaccurate, unlawful, misleading or infringed another person's rights, the Client must cover the resulting cost or loss. The Client is responsible only for the part not caused by NorthForge breaking this Agreement, acting negligently, committing fraud or acting with deliberate misconduct. NorthForge must promptly tell the Client about the claim and allow the Client to take a reasonable part in the defence or settlement.

14. Events beyond reasonable control

Neither party is liable for delay or failure caused by an event beyond its reasonable control, excluding an obligation to pay money already due. The affected party must notify the other promptly, take reasonable steps to reduce disruption and resume performance when reasonably possible. If material disruption continues for more than 30 calendar days, either party may terminate the affected Services by written notice.

15. Suspension and termination

Either party may terminate an engagement for convenience by giving 14 calendar days written notice unless the accepted quote or SFA states another period. Either party may terminate immediately if the other materially breaches the Agreement and fails to remedy a remediable breach within 10 Working Days after written notice, becomes insolvent, or continuing the Services would be unlawful or would reasonably expose that party to a material security, privacy or reputational risk.

On termination, the Client must pay for Services performed and approved commitments incurred up to the termination date. NorthForge will stop representing the Client, return or transfer work in progress reasonably, and

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cooperate with an orderly handover. Terms intended to survive termination, including confidentiality, privacy, Client Data, intellectual property, fees, liability and disputes, continue.

16. Disputes

A party must give written notice describing a dispute. Senior representatives will first meet or speak in good faith to try to resolve it. If unresolved after 10 Working Days, either party may propose mediation before court proceedings. Nothing prevents either party from seeking an urgent court order, recovering an undisputed debt, or making a complaint to a regulator.

17. Notices and electronic signing

A notice must be in writing and sent to the contact details in the accepted quote, SFA or accepted written work request, as later updated in writing. Email is received when it enters the recipient's information system without an error message, provided a notice received after 5 pm or on a non-Working Day is treated as received on the next Working Day.

The Agreement may be signed in counterparts and by electronic signature. A variation must be agreed in writing by authorised representatives. Each signatory consents to the use of electronic communications and signatures for the Agreement.

18. General

Neither party may transfer or assign its rights or responsibilities under the Agreement without the other's prior written consent, not to be unreasonably withheld, except as part of a genuine sale or restructure of substantially all relevant business assets with written notice. A delay or failure to enforce a right is not a waiver. If a term is unenforceable, it will be read down or severed to the minimum extent necessary.

The Agreement records the entire agreement about its subject matter and replaces earlier discussions about that subject. It is governed by New Zealand law, and the parties submit to the jurisdiction of New Zealand courts.