



## terms of service

*These terms of service relate to the business activities of Halo Presentations Limited. We urge all customers to carefully read our terms of service as all users of our services will be bound by these terms. They may be frequently updated from time to time without prior notice, and any amendments will be published on our website. By continuing to use our services, you agree to be bound by any such amendments.*

1. These Terms of Service set out the standard terms and conditions on which Halo Presentations Limited (**Halo, we, us, and our**) provide services (**Services**) to our clients (**Client, you, your and their**). By engaging Halo to carry out services, you agree to these Terms of Service and Halo is not required to hold a signed copy.

### **Services**

2. Halo will provide the Services to the Client in accordance with the Client's instructions.
3. The Client must confirm all verbal instructions in writing.

### **Fees and Payment Terms**

4. The Services will be charged at the standard hourly rates of Halo which will be provided to the Client and may be varied from time to time. Any change to Halo's hourly rates will be notified to the Client in writing. At the discretion of Halo, a retainer shall be payable prior to commencement of the Services.
5. In addition to the Services, Halo may charge the Client for disbursements including, but not limited to, printing and photocopying, materials, postage and couriers.
6. Payment is due 7 days from the date of the invoice, unless otherwise agreed in writing by the parties.
7. Halo may charge interest at 2% per month on overdue accounts.

## **Confidentiality**

8. Halo holds in confidence all information concerning you or your affairs that we may obtain while providing the Services for you. Any information that we collect and hold about you is done so in accordance with our Privacy Policy.

9. Halo does not disclose any client information unless required and authorised by you as Client, or by law.

## **Liability**

10. Subject to any implied warranties pursuant to any law, Halo's liability shall only apply to the minimum extent required by the relevant statute.

11. Except as otherwise provided by these terms, Halo shall not be liable for any loss or damage, including consequential loss, suffered or incurred by the Client.

12. Halo completes and proofreads its work to a high standard. The Client is responsible for the final proofreading of any work, and Halo is not liable for any mistakes or inaccuracies present in its work.

13. The Client shall indemnify Halo against all claims and losses caused by their negligence or breach of these Terms of Service.

14. If, despite the other provisions of these Terms of Service, Halo is found to be liable to the Client then, without limiting Halo's obligation to indemnify the Client in accordance with these Terms of Service, its liability for any single event or series of related events is limited to the amount the Client actually paid for the Services which gave rise to the claim. The liability of Halo shall be reduced proportionately to the extent that any act or omission of the Client has contributed to such loss or damage.

15. The guarantees contained in the Consumer Guarantees Act 1993 are excluded where the Client acquires Services from Halo for the purposes of a business.

## **Termination**

16. Either party may terminate the Services with 30 days' written notice to the other party.

17. Either party may terminate the Services immediately by written notice, upon:

a) the other party committing a breach of these Terms of Service and such breach is not remedied within seven days of receipt of notice in writing of the breach or immediately if the breach is incapable of remedy; or

b) the liquidation or insolvency of the other party.

18. Halo may suspend or terminate the Services without warning if outstanding invoices remain unpaid after 30 days.

19. In the event of termination by either party, the Client agrees to pay for all work completed up to that point.

## **Costs**

20. The Client fully indemnifies Halo and shall pay to Halo upon demand any costs whatsoever (including, but not limited to, on a solicitor client basis) incurred by Halo in remedying any default of the Client under this agreement or in enforcing any provision of this agreement.

## General

21. Halo is entitled to change these Terms of Service from time to time.
22. These Terms of Service constitute the entire agreement and understanding (express and implied) between the parties unless otherwise agreed in writing.
23. No waiver of any breach or failure to enforce any term of this agreement at any time by any party will in any way affect, limit or waive that party's rights or remedies available under these Terms of Service.
24. If any provision of this agreement is held to be illegal, void or unenforceable such determination will not impair the enforceability of the remaining parts of the agreement which will remain in full force.
25. These Terms of Service shall be governed by New Zealand law and the parties submit to the exclusive jurisdiction of the courts of New Zealand.