

**1. Definitions**

- 1.1 "IBD" means Imagine International Ltd T/A Imagine Building Design, its successors and assigns, or any person acting on behalf of, and with the authority of, Imagine International Ltd T/A Imagine Building Design.
- 1.2 "Client" means the person/s requesting IBD to provide the Services as specified in any quotation, order, invoice or other document, and if there more than one person requesting the Services is a reference to each person jointly and severally.
- 1.3 "Consultant" means any person or persons engaged by the Client to provide specialised works on behalf of the Client.
- 1.4 "Services" means all Services provided by IBD to the Client, at the Client's request, from time to time, and includes any documents, designs, plans, drawings or materials ("Documentation") provided, consumed, created or deposited incidentally by IBD in the course of it conducting, or providing to the Client, any Services. Where the context so permits the terms 'Services' or 'Documentation' shall be interchangeable for the other.
- 1.5 "Fee" means the Fee payable for the Services, as agreed between IBD and the Client in accordance with clause 5 of this Agreement.
- 1.6 "Agreement" means this contract, including any schedule and any other agreement expressed to be supplemental to this Agreement, and all other amendments to such a document.

**2. Acceptance**

- 2.1 The Client is taken to have exclusively accepted and is immediately bound, jointly and severally, by these terms and conditions if the Client places an order for, or accepts Services provided by IBD.
- 2.2 These terms and conditions may only be amended with IBD's consent in writing and shall prevail to the extent of any inconsistency with any other document or Agreement between the Client and IBD.
- 2.3 Electronic signatures shall be deemed to be accepted by either party providing that the parties have complied with Section 22 of the Electronic Transactions Act 2002 or any other applicable provisions of that Act or any Regulations referred to in that Act.

**3. Change in Control**

- 3.1 The Client shall give IBD not less than fourteen (14) days prior written notice of any proposed change of ownership of the Client and/or any other change in the Client's details (including but not limited to, changes in the Client's name, address, contact phone or fax number/s, or business practice). The Client shall be liable for any loss incurred by IBD as a result of the Client's failure to comply with this clause.

**4. Authorised Representatives**

- 4.1 Unless otherwise limited as per clause 4.2, the Client agrees that should the Client introduce any third party (including but not limited to, another company or consultant) to IBD as the Client's duly authorised representative, that once introduced that person shall have the full authority of the Client to order any Services, and/or to request any variation thereto, on the Client's behalf (such authority to continue until all requested Services have been completed, or the Client otherwise notifies IBD in writing that said person is no longer the Client's duly authorised representative).
- 4.2 In the event that the Client's duly authorised representative as per clause 4.1 is to have only limited authority to act on the Client's behalf then the Client must specifically and clearly advise IBD in writing of the parameters of the limited authority granted to their representative.
- 4.3 The Client specifically acknowledges and accepts that they will be solely liable to IBD for all additional costs incurred by IBD (including IBD's profit margin) in providing any Services, or variation/s requested by the Client's duly authorised representative (subject always to the limitations imposed under clause 4.2 (if any)).

**5. Fee and Payment**

- 5.1 At IBD's sole discretion the Fee shall be either:
  - (a) as indicated on invoices provided by IBD to the Client in respect of Services provided; or
  - (b) the Fee as at the date of completion of the Services, according to (and calculated by) IBD's current schedule of rates; or
  - (c) IBD's quoted Fee (subject to clause 5.2) which will be valid for the period stated in the quotation or otherwise for a period of thirty (30) days
- 5.2 IBD reserves the right to change the Fee:
  - (a) if a variation to the Services which are to be provided (including any applicable plans or specifications) is requested. In the event the Client requests changes after commencement of the Services then IBD (at its sole discretion) shall be entitled not only to vary the Fee but the term of the Agreement; or
  - (b) where additional Services are required due to the discovery of hidden or unidentifiable difficulties (including, but not limited to, adverse site conditions, safety considerations, prerequisite work by any third party not being completed, inaccurate measurements provided by the Client, change of design, or any interruption to the Services by the Client or any third party, etc.) which are only discovered on commencement of the Services; or
  - (c) in the event of increases to IBD in the costs of provision of the Services and/or production of any Documentation (including fluctuations in currency exchange rates), due to circumstances beyond the reasonable control of IBD; or
  - (d) to include all costs and expenses (including, but not limited to, disbursements, postage, search fees, couriers and the like expenses), incurred by IBD in connection with the provision of the Services. IBD shall fully document all such expenses for submission to the Client.
- 5.3 All variations shall be in writing, detailing the reason for the variation, the impact on the Fee, term and/or the scope of the Agreement and shall be signed by both parties.
- 5.4 Time for payment for the Services being of the essence, the Fee will be payable by the Client on the date/s determined by IBD, which may be:
  - (a) on completion of the Services; or
  - (b) by way of instalments/progress payments in accordance with IBD's payment schedule. Such progress payment claims may include the reasonable value of authorised variations; or
  - (c) twenty (20) days following the end of the month in which a statement is posted to the Client's address or address for notices; or
  - (d) the date specified on any invoice or other form as being the date for payment; or
  - (e) failing any notice to the contrary, the date which is seven (7) days following the date of any invoice given to the Client by IBD.
- 5.5 Payment may be made by cash, cheque, bank cheque, electronic/on-line banking, or by any other method as agreed to between the Client and IBD.
- 5.6 Unless otherwise stated the Fee does not include GST. In addition to the Fee the Client must pay to IBD an amount equal to any GST IBD must pay for any provision of Services by IBD under this Agreement (or any other agreement). The Client must pay GST, without deduction or

set off of any other amounts, at the same time and on the same basis as the Client pays the Fee. In addition the Client must pay any other taxes and duties that may be applicable in addition to the Fee, except where they are expressly included in the Fee.

- 5.7 Receipt by IBD of any form of payment other than cash shall not be deemed to be payment until that form of payment has been honoured, cleared or recognised and until then IBD's ownership or rights in respect of the Services, and this Agreement, shall continue.

**6. Extension of Agreement Term**

- 6.1 IBD shall as per clause 5.2 above be entitled to claim an extension to the term of this Agreement in the event of delays resulting from any matter whatsoever which is not entirely under the control of IBD. These matters shall include, but are not limited to delays caused by:

- (a) response(s) to information request(s) made by IBD to the Client not being available when required; or
- (b) approval authorities response times for requests for preliminary decisions/information; or
- (c) information from Consultants, councils or referral agencies not being available when required; or
- (d) changes to the design brief being requested by the Client; or
- (e) time taken by the approval authority for the granting of required approvals; or
- (f) any other variation to this Agreement.

- 6.2 In the event that there is a break in the continuity of Services being provided by IBD due to the Client's instructions, or lack of instruction, and such instructions are not received within thirty (30) calendars days of being requested by IBD, or from the last Client instruction, or all Services are suspended by IBD pursuant to overdue payments, then Fees for Services completed at the time of such a break or suspension shall be:

- (a) the percentage due for completed Services of the current stage, plus the cost of all IBD's staff working at the time of such a break or suspension of the Services for one (1) month, all Fees due up to date of such a break or suspension plus all Fees, wages and expenses reasonably incurred as a result of such a break or suspension, unless otherwise agreed; and
- (b) if the Services recommence, in addition to the amounts payable previously, the Client shall pay a recommencement fee to IBD. This fee shall be equivalent to the time charge cost for five (5) days of all IBD's staff required to be working on the Services at the time of such a break or suspension thereof, unless otherwise agreed.

**7. Compliance with laws**

- 7.1 The Client and IBD agree that both parties shall comply with the provisions of all statutes, regulations and bylaws of government, local and other public authorities that may be applicable to the provision of Services by IBD, including any occupational health and safety laws relating to building/construction sites and any other relevant safety standards or legislation.

- 7.2 Unless otherwise agreed to in writing, the Client is responsible for, and shall promptly obtain (taking all reasonable and necessary steps and at their own cost), all building approval and consents (whether statutory or otherwise) that are necessary to enable the building work on the site to commence. If IBD agrees to undertake such responsibility on behalf of the Client, then the Client agrees to give IBD all possible assistance, and sign all necessary document/s, to enable IBD to obtain the necessary consents and approvals in a timely manner.

**8. Provision of Services**

- 8.1 Any time specified by IBD for provision of the Services is an estimate only and IBD will not be liable for any loss or damage incurred by the Client as a result of any delay. However both parties agree that they shall make every endeavour to enable the Services to be provided at the time and place as was arranged between both parties. In the event that IBD is unable to provide the Services as agreed solely due to any action or inaction of the Client then IBD shall be entitled to charge a reasonable fee for re-providing the Services at a later time and date and the Client shall be liable for those costs.

**9. Nominated Consultants**

- 9.1 The Client shall engage relevant Consultants required for the Services (after consultation with IBD) and shall be liable for all payments to such Consultants.

- 9.2 IBD does not warrant the accuracy or quality of the Consultant's work or warrant that the recommendations of the Consultant are appropriate or adequate or are fit for their purpose or that they are not given negligently. The Client agrees that they shall not make any demand on IBD or commence any legal proceedings against IBD and IBD shall have no liability, whether in negligence or otherwise, to the Client in relation to any work performed by the Consultant.

**10. IBD's Obligations**

- 10.1 IBD warrants that it has the necessary skills, competence, and experience to undertake and complete the Services and shall at all times apply such skills, competence and experience in performance of the Services.

- 10.2 IBD accepts that it shall be appointed and shall be entitled to act as the Client's agent for the purposes of the Services for the term of this Agreement.

- 10.3 If the Client shall instruct IBD to change the scope of the Services, IBD shall promptly notify the Client in writing of any variation in Fees pursuant to clause 5.2 of this Agreement. The Client agrees that additional fees may be payable.

- 10.4 IBD shall keep full records of the Services provided in the manner determined by IBD, and shall provide to the Client with updates with respect of the Services at the time and in the manner determined by IBD in IBD's absolute discretion.

**11. Client's Obligations**

- 11.1 The Client appoints IBD as its agent for the purposes of the Services for the term of this Agreement.

- 11.2 The Client shall provide to IBD all documentation and other information as and when requested. The Client acknowledges that the ability of IBD to provide the Services is dependent upon the Client complying with this clause.

- 11.3 The Client acknowledges that if their requirements change during the term of the Agreement, the Fee may be subject to change.

- 11.4 The Client warrants that the nominated site complies with all relevant laws and regulations and undertakes to appoint consultants to identify, handle and/or remove any hazardous or toxic materials or substances which may be located on the site, prior to the commencement of this Agreement.

**12. Title**

- 12.1 IBD and the Client agree that the Client's obligations to IBD for the provision the Services shall not cease (and ownership of any Documentation shall not pass) until:

- (a) the Client has paid IBD all amounts owing to IBD; and

- (b) the Client has met all other obligations due by the Client to IBD in respect of all contracts between IBD and the Client.
- 12.2 It is further agreed that, until ownership of the Documentation passes to the Client in accordance with clause 12.1:
- (a) the Client is only a bailee of the Documentation and must return the same to IBD on request; and
- (b) the Client irrevocably authorises IBD to enter any premises where IBD believes the Documentation is kept and recover possession thereof; and
- (c) IBD may commence proceedings to recover the Fee, notwithstanding that ownership of the Documentation has not passed to the Client.

### 13. Construction Administration And Observation

- 13.1 This clause only applies if the scope of services in Part B includes construction administration and observation services.
- 13.2 The Designer's services in respect of construction administration and or observation are limited to those matters set out in Part B. Except as specifically provided in Part B, the Designer's obligations will be limited to giving general advice to the contractor carrying out the works on the Project Site in respect of interpretation of the design, and the Designer shall have no liability for any non-compliance with the design by the contractor.
- 13.3 Unless any variations to the design provided by the Designer are recorded in writing and signed by both parties, the design will be deemed not to have been altered in any way.
- 13.4 Accept as otherwise expressly agreed in writing by the parties, the Designer shall not issue any instructions to vary the building works on the Project Site, and shall not be the agent of the Client in respect of administering the contract with the building contractor.

### 14. Personal Property Securities Act 1999 ("PPSA")

- 14.1 Upon assenting to these terms and conditions in writing the Client acknowledges and agrees that:
- (a) these terms and conditions constitute a security agreement for the purposes of the PPSA; and
- (b) a security interest is taken in all Documentation, and/or any monetary obligation of the Client to IBD for Services, that have previously been provided (if any), and that will be provided in the future, by IBD to the Client.
- 14.2 The Client undertakes to:
- (a) sign any further documents and/or provide any further information (such information to be complete, accurate and up-to-date in all respects) which IBD may reasonably require to register a financing statement or financing change statement on the Personal Property Securities Register; and
- (b) indemnify, and upon demand reimburse, IBD for all expenses incurred in registering a financing statement or financing change statement on the Personal Property Securities Register or releasing any registration made thereby; and
- (c) not register, or permit to be registered, a financing statement or a financing change statement in relation to Services in favour of a third party without the prior written consent of IBD.
- 14.3 IBD and the Client agree that nothing in sections 114(1)(a), 133 and 134 of the PPSA shall apply to these terms and conditions.
- 14.4 The Client waives its rights as a debtor under sections 116, 120(2), 121, 125, 126, 127, 129, 131 and 132 of the PPSA.
- 14.5 Unless otherwise agreed to in writing by IBD, the Client waives its right to receive a verification statement in accordance with section 148 of the PPSA.
- 14.6 The Client shall unconditionally ratify any actions taken by IBD under clauses 14.1 to 14.5.

### 15. Security and Charge

- 15.1 In consideration of IBD agreeing to provide Services, the Client charges all of its rights, title and interest (whether joint or several) in any land, realty or other assets capable of being charged, owned by the Client either now or in the future, to secure the performance by the Client of its obligations under these terms and conditions (including, but not limited to, the payment of any money).
- 15.2 The Client indemnifies IBD from and against all IBD's costs and disbursements including legal costs on a solicitor and own client basis incurred in exercising IBD's rights under this clause.
- 15.3 The Client irrevocably appoints IBD and each director of IBD as the Client's true and lawful attorney/s to perform all necessary acts to give effect to the provisions of this clause 15 including, but not limited to, signing any document on the Client's behalf.

### 16. Insurance

- 16.1 IBD agrees to hold and maintain Professional Indemnity insurance of one million dollars (\$1,000,000) for the duration of the agreed Services, and for a period of six (6) years beyond completion of the Services.
- 16.2 In the event that the Client requests IBD to obtain Professional Indemnity insurance for an amount in excess of one million dollars (\$1,000,000), IBD shall endeavour to obtain the required additional insurance, which shall be at the Client's cost. Any such increase in indemnity insurance shall increase IBD's maximum liability to the Client to the new indemnity amount. If IBD is unable to obtain increased Professional Indemnity Insurance, or if any material changes occur to the terms and conditions of cover, IBD shall advise the Client in writing accordingly.

### 17. Client's Disclaimer

- 17.1 The Client hereby disclaims any right to rescind, or cancel any contract with IBD or to sue for damages or to claim restitution arising out of any inadvertent misrepresentation made to the Client by IBD and the Client acknowledges that the Services are purchased relying solely upon the Client's skill and judgment.

### 18. Defects

- 18.1 The Client shall inspect the Services on completion and shall within seven (7) days of such time (being of the essence) notify IBD of any alleged defect, error or omission, shortage in quantity, damage or failure to comply with the description or quote. The Client shall afford IBD an opportunity to inspect/review the Services within a reasonable time following such notification 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 damage. For defective Services, which IBD has agreed in writing that the Client is entitled to reject, IBD's liability is limited to either (at IBD's discretion) re-providing or rectifying the Services.
- 18.2 If, during the period of this Agreement or after the completion of this Agreement, the Client becomes aware of any problem with the design, or of any fault or defect in the Services, or of non-conformance with the Documentation, the Client must promptly (but not later than thirty (30) days after becoming aware of such defect) notify IBD of any other such alleged defect in the Documentation and/or Services. If the Client shall fail to comply with these provisions the Services shall be presumed to be free from any defect or damage.

**19. Consumer Guarantees Act 1993**

19.1 If the Client is acquiring Services for the purposes of a trade or business, the Client acknowledges that the provisions of the Consumer Guarantees Act 1993 do not apply to the provision of Services by IBD to the Client.

**20. Intellectual Property**

20.1 The copyright in the Documentation (either in whole or in part) shall remain vested in IBD, and shall only be used by the Client at IBD's discretion. However, IBD grants the Client a licence to use the Documentation for the completion of the building work on the site for which the Documentation was intended, conditional upon the Fee properly due to IBD being paid.

20.2 The Client acknowledges that if they wish to reproduce the Services at another site, then a further fee will be due and payable to IBD. Upon payment of that fee IBD shall grant a further licence to use the Documentation to complete the building work, but this shall only be applicable to that particular site.

20.3 Any licence granted shall immediately be withdrawn if payment of the Fee (and the reproduction fee as outlined in clause 20.2) is not made on due date and any Documentation (including copies) must be immediately returned to IBD by the Client.

20.4 Where the Client provides IBD any materials including sketches, photographs, drawings, plans or concepts upon which IBD is to base the Services, the Client shall indemnify and keep indemnified IBD at all times against all actions, proceedings, claims, demands, liabilities, either express or implied, and all costs, losses, losses of profit, damages and expenses whatsoever which may be taken against IBD or incurred or become payable by IBD resulting or arising from any claim or infringement of any patent, registered design, trademark, copyright or any other property interest of a third party which may result out of the use by IBD of the materials.

20.5 IBD shall retain the original designs, including but not limited to, any CAD drawings and/or designs. The Client is entitled to one (1) set of designs as a record of the Services provided and shall be issued with one (1) master set of PDF files, additional sets or individual prints for any stage of the building work shall be charged at market rates unless otherwise agreed.

20.6 Any Intellectual Property materials prepared by IBD for any partially completed stage cannot be copied or used by the Client unless otherwise approved in writing by IBD.

20.7 The Client acknowledges that they may only supply the Documentation (including softcopy) to any third party, and/or publish the Documentation, with the express approval of IBD in writing.

20.8 IBD may photograph, video or record by any and all means the building work during construction, and upon completion for IBD's own use and for use in exhibitions, or award competitions, or publication in journals.

20.9 If the Client publicises or permits the publication of the building work, IBD must be given full credit for its role therein. IBD details shall be included on any or all signboards. If there is no such signboard, then the Client agrees that IBD may erect a signboard in an agreed location for the duration of the building work, and up to thirty (30) days after practical completion of the thereof.

**21. Confidentiality**

21.1 Each party agrees to treat all information and ideas communicated by the other party as confidential and each agrees not to divulge it to any third party, without the other party's written consent.

21.2 The quotation and the information contained in the quotation provided by IBD to the Client is done so on a "commercial in confidence" basis thereby, the Client agrees not to reproduce or provide said information in any manner to any third party without the prior written approval of IBD.

**22. Default and Consequences of Default**

22.1 Interest on overdue invoices shall accrue daily from the date when payment becomes due, until the date of payment, at a rate of two and a half percent (2.5%) per calendar month (and at IBD's sole discretion such interest shall compound monthly at such a rate) after as well as before any judgment.

22.2 If the Client owes IBD any money, the Client shall indemnify IBD from and against all costs and disbursements incurred by IBD in recovering the debt (including but not limited to internal administration fees, legal costs on a solicitor and own client basis, IBD's collection agency costs, and bank dishonour fees).

22.3 Without prejudice to any other remedies IBD may have, if at any time the Client is in breach of any obligation (including those relating to payment) under these terms and conditions IBD may suspend or terminate the provision of Services to the Client. IBD will not be liable to the Client for any loss or damage the Client suffers because IBD has exercised its rights under this clause.

22.4 Without prejudice to IBD's other remedies at law, IBD shall be entitled to cancel all, or any part, of any order of the Client which remains unfulfilled, and all amounts owing to IBD shall, whether or not due for payment, become immediately payable if:

- (a) any money payable to IBD becomes overdue, or in IBD's opinion the Client will be unable to make a payment when it falls due;
- (b) the Client becomes insolvent, convenes a meeting with its creditors or proposes or enters into an arrangement with creditors, or makes an assignment for the benefit of its creditors; or
- (c) a receiver, manager, liquidator (provisional or otherwise) or similar person is appointed in respect of the Client or any asset of the Client.

**23. Cancellation**

23.1 IBD may cancel any contract to which these terms and conditions apply, or cancel provision of Services at any time before the Services are delivered by giving twenty (20) day's written notice to the Client. On giving such notice IBD shall repay to the Client any sums paid in respect of the Fee for Services which have not yet been performed by IBD, and IBD shall not be liable for any losses or damages (howsoever arising) from such cancellation.

23.2 In the event that the Client cancels this contract, or provision of the Services, the Client shall be liable for any and all loss incurred (whether direct or indirect) by IBD as a direct result of the cancellation (including, but not limited to, any loss of profits).

**24. Construction Contracts Act 2002**

24.1 The Client hereby expressly acknowledges that:

- (a) IBD has the right to suspend the Services within five (5) working days of written notice of its intent to do so if a payment claim is served on the Client, and:
  - (i) the payment is not paid in full by the due date for payment and no payment schedule has been given by the Client; or
  - (ii) a scheduled amount stated in a payment schedule issued by the Client in relation to the payment claim is not paid in full by the due date for its payment; or

- (iii) the Client has not complied with an adjudicator's notice that the Client must pay an amount to IBD by a particular date; and
  - (iv) IBD has given written notice to the Client of its intention to suspend the carrying out of construction work under the construction contract.
- (b) if IBD suspends the Services, it:
- (i) is not in breach of contract; and
  - (ii) is not liable for any loss or damage whatsoever suffered, or alleged to be suffered, by the Client or by any person claiming through the Client; and
  - (iii) is entitled to an extension of time to complete the contract; and
  - (iv) keeps its rights under the contract including the right to terminate the contract; and may at any time lift the suspension, even if the amount has not been paid or an adjudicator's determination has not been complied with.
- (c) if IBD exercises the right to suspend the Services, the exercise of that right does not:
- (i) affect any rights that would otherwise have been available to IBD under the Contractual Remedies Act 1979; or
  - (ii) enable the Client to exercise any rights that may otherwise have been available to the Client under that Act as a direct consequence of IBD suspending the Services under this provision.

## 25. Privacy Act 1993

25.1 The Client authorises IBD (or IBD's agent) to:

- (a) access, collect, retain and use any information about the Client;
- (i) (including any overdue fines balance information held by the Ministry of Justice) for the purpose of assessing the Client's creditworthiness; or
  - (ii) for the purpose of marketing products and services to the Client.
- (b) disclose information about the Client, whether collected by IBD from the Client directly or obtained by IBD from any other source, to any other credit provider or any credit reporting agency for the purposes of providing or obtaining a credit reference, debt collection or notifying a default by the Client.

25.2 Where the Client is an individual the authorities under clause 25.1 are authorities or consents for the purposes of the Privacy Act 1993.

25.3 The Client shall have the right to request IBD for a copy of the information about the Client retained by IBD and the right to request IBD to correct any incorrect information about the Client held by IBD.

## 26. Liability Limitations

26.1 The liability limitations of IBD, its partners, associates, and employees shall at no time exceed the amount of Professional Indemnity insurance cover carried by IBD.

26.2 The Client agrees to indemnify IBD, its partners, associates, employees and any other person who may be sought to be made liable in excess of the limit of liability described in clause 26.1 in respect of any activity arising from or connected with these terms in respect of any claim of whatever kind, including negligence, that may be made by any person and any costs and expenses that may be incurred by IBD.

## 27. Dispute Resolution

27.1 All disputes and differences between the Client and IBD touching and concerning this Agreement shall be referred to arbitration under a single arbitrator agreed upon by both parties, or failing agreement, by two arbitrators (one to be appointed by each party) and their umpire (appointed by them prior to arbitration), such arbitration to be carried out in accordance with provisions of the Arbitration Act 1996.

## 28. Assignment

28.1 Neither party shall assign their rights under this Agreement without the written consent of the other party.

## 29. General

29.1 Each party will perform such further acts and execute and deliver all such further documents or instruments as are or become necessary to give effect to the terms of this Agreement.

29.2 The Client warrants that it has the power to enter into this Agreement and has obtained all necessary authorisations to allow it to do so, it is not insolvent and that this Agreement creates binding and valid legal obligations on it.

29.3 The rights, powers or remedies provided in this Agreement are cumulative and not exclusive of the rights, powers, remedies provided by law independently of this Agreement.

29.4 If any provision of this Agreement is invalid, illegal, unlawful or otherwise incapable of being enforced, all other provisions of this Agreement shall nevertheless remain in full force and effect and be valid and fully enforceable and no other provision of this Agreement shall be construed to be dependent upon any provision unless so expressed in this Agreement.

29.5 These terms and conditions, and any contract to which they apply, shall be governed by the laws of New Zealand, and are subject to the jurisdiction of the New Plymouth court of New Zealand.

29.6 The Client shall not be entitled to set off against, or deduct from the Fee, any sums owed or claimed to be owed to the Client by IBD nor to withhold payment of any invoice because part of that invoice is in dispute.

29.7 IBD may license or sub-contract all or any part of its rights and obligations without the Client's consent.

29.8 The Client agrees that IBD may amend these terms and conditions at any time. If IBD makes a change to these terms and conditions, then that change will take effect from the date on which IBD notifies the Client of such change. The Client will be taken to have accepted such changes if the Client makes a further request for IBD to provide Services to the Client.

29.9 Neither party shall be liable for any default due to any act of God, war, terrorism, strike, lock-out, industrial action, fire, flood, storm or other event beyond the reasonable control of either party.

29.10 This Agreement constitutes the entire Agreement between the parties with respect of the subject matter and contains all of the representations, undertakings, warranties, covenants and Agreements of the parties. This Agreement supersedes all prior negotiations, contracts, arrangements, understandings and Agreements with respect to such subject matter. There are no representations, undertakings, warranties, covenants or Agreements between the parties express or implied except as contained in this Agreement.