



## TERMS OF TRADE

The Performance Gallery refers to the Terms of Trade as general obligations in providing services as agreed to between the parties. The Terms of Trade sit alongside the business brief as well as pricing estimate {as outlined in the proposal} – issued to the Client.

By engaging The Performance Gallery, the Client agrees to these terms.

## THE PERFORMANCE GALLERY OBLIGATIONS

The Performance Gallery will supply services as set out in the business brief provided to the Client. Estimates of cost are valid for 30 days following the date the proposal was issued. Acceptance of the business brief shall be taken as acceptance of these terms of trade.

If the Client requires any additional deliverables or any changes to the agreed deliverables then adjustment of fees will be provided on request.

Timeframes will be agreed between the parties. Any unreasonable delays to achieving timeframes which are beyond the control of The Performance Gallery or the Client will not mean the termination of this agreement or evoke any remedies.

The Performance Gallery will exercise reasonable skill, care and diligence in the performance of the deliverables in accordance with the standards of the profession.

The Performance Gallery reserves the right to use suitably qualified and reputable associates to assist in the delivery of the agreement. Details of professionals are available on request.

## CLIENT OBLIGATIONS

The client will ensure that The Performance Gallery is provided in good time with all information needed to perform the deliverables as outlined in the terms of agreement.

The client will give all decisions and approvals in a timely manner and likewise provide any additional assistance that The Performance Gallery may reasonably request.

## FEES & EXPENCES

All payments are required electronically, no cash is permitted.

**Job Boost** clients need to pay for their programme in advance of the programme commencement.

For **Career & Leadership Boost** programmes - *individual clients may pay in instalments, however employers will need to pay in full:*

A 25% deposit of the total invoice is due before the commencement of the project and then the balance will need to be paid in equal instalments before each session. An automatic payment is advised for the Client to set up, so to ensure regular payments.

Disbursements {including travel, courier charges, telecommunications, printing costs} will be recoverable in addition to fees and the appropriate amounts will be added to invoices.

The rates quoted to the Client are subject to review from time to time and The Performance will give no less than 30 days' notice to the Client of any changes to the quoted rates.

All fees quoted are exclusive of GST.

In the event of monies due are not paid in full, The Performance Gallery reserves the right to immediately suspend further work for the client.

If a session cannot be attended as scheduled, 24 hours' notice is required & if no notice has been provided this session may be charged. If sickness is the reason for less than 24 hours' notice been given, reasonable notice is expected.

## **INTELLECTUAL PROPERTY AND CONFIDENTIALITY**

The Performance Gallery will keep confidential and will not disclose to any other person any information with respect to the Client or the deliverables {except to The Performance Gallery employees, associates on a "need to know" in order to perform the obligations of the agreement}.

In respect of intellectual property {IP} used in or arising from the services performed, all existing IP is subject of IP rights and resides with The Performance Gallery as at the date of the agreement.

The Performance Gallery will be the exclusive owner of IP rights and interests including copyright and all other statutory and common law rights and interests in any work performed or produced by The Performance Gallery or the Client as first owners of the IP rights and interests.

The client must not issue the programme to anyone other than the Performance Gallery or remove any of our trademarks, signatures, logos or similar from the IP.

## **FORCE MAJEURE**

Neither party will be liable to the other for failure to preform obligations under these terms because of events beyond the control of the party affected, including events such as war, strikes, acts of God, power failure or destruction of network facilities or servers.

## **INDEMINITY**

The client undertakes to indemnify The Performance Gallery against any and all loss, damage, liability or expense suffering or incurred as a result of any breach by the client of the agreement or in recovering any monies due.

## **SUBCONTRACTING & ASSIGNMENT**

Except with respect to The Performance Gallery rights regarding the use of associates, neither party will assign or subcontract its obligations without the consent of the other. In the event of The Performance Gallery wishing to subcontract any of the deliverables the Client will not be unreasonably withhold its consent. The Performance Gallery will not be relieved of any of its liabilities to the Client in the event of subcontracting.

## **JURISDICTION**

These terms are governed by and construed in accordance with the current law of New Zealand and the parties agree to submit to the nonexclusive jurisdiction of the Courts of New Zealand for any disputes or proceedings arising out of or in connection with these terms of engagement.

The Performance Gallery/TOT/Feb 2021

**ENDING OUR ENGAGEMENT**

Unless otherwise stated, either party may terminate these Terms and Conditions by giving not less than 4 weeks business days' notice, in writing. After termination, The Performance Gallery will not action any unexecuted orders or request. Termination does not affect any rights or obligations that arose prior to termination such as fees payable for our services.

**ACCEPTANCE OF THESE TERMS OF TRADE**

Date	
Company or Client name	
Role title	
Signature	