



# Terms of Engagement

JANUARY 2009

## **INTRODUCTION**

These Terms of Engagement shall apply to all work which we do for the customer as named at the base of this document “you”. By instructing us to do the work for you these terms will bind both of us.

## **OUR SERVICES**

We will perform services on behalf of you and “other people” where instructed.

You will promptly supply us with all necessary information to carry out tasks and projects, and you will personally accept responsibility for the accuracy and completeness of all information supplied to us.

To ensure the advice we give you is the most appropriate for your situation you must be honest and upfront, don't leave things out. Failure to supply us with all relevant records and information will be your responsibility and our advice cannot be relied upon when information provided is incomplete or incorrect.

## **YOUR INSTRUCTIONS**

When you ask us to complete tasks or projects for you, that's what we'll do, and you will be charged for that work. We won't complain about the size of the task we will just make it happen, so you should have no surprises about the invoice for the work completed. Advice and general discussions about issues, plans or strategy are also considered work we are doing for you and this advice will be charged for.

Ways that you give instruction may vary and include; phone calls, text messages, answer phone messages, emails, letters, faxes, quote acceptance, face-to-face meetings, third party instruction (e.g. from another staff member) along with other means you may choose to use.

## **OUR APPROACH**

We pride ourselves on being industry leaders, making decisions based on sound research, best practice, and considering all relevant factors. Sometimes you may not like hearing what we have to say, however you can rest assured we are looking out for your best interests. We will take the necessary time and use the resources required to get things right.

Where necessary we will engage the skills and experience of others as required to ensure you receive the most accurate and up to date advice and achieve the best result.

We are leading the way with the work we do, and it is important to us that the ownership of our ideas, advice and the application of our systems remains with us. We will let you freely use the material and intellectual property that we develop for you however you may not reproduce, sell or provide it to a third party without our express written consent.

## **OUR FEES**

You engage us for our services and advice. This takes various forms but outlined below are general areas that our fees fall under:

<b>Initial project meetings</b>	Discussing the project and initial brainstorming of ideas with you.
<b>Administration</b>	Co-ordinating and organising projects and material.
<b>Development work</b>	Experimental work, preliminary concepts and designs produced.
<b>Actual Project work</b>	The work completed on the project.
<b>Facilitation</b>	Work completed prior to and during facilitation of projects / training / presentations.
<b>On Location</b>	Filming and directing talent.
<b>Editing / Design</b>	Turning concepts into reality, print, video, audio, and web.
<b>Changes / Alterations</b>	It's likely that anything apart from minor changes to the work we do for you will incur additional costs, if you are concerned or unsure please ask. Any changes made to scripts during filming will incur additional costs.

Fees are calculated either at our standard project pricing, by a negotiated quote, or by the time spent on performing services for you, taking into account; the skill, specialised knowledge and responsibility required; and the urgency and complexity of the matters involved. Any fees or costs are quoted excluding g.s.t. and this will be added to our tax invoice.

## **DISBURSEMENTS**

We may incur general office expenses while completing work for you such as; postage, couriers, tolls, stationery, binding and the like. These costs will be included as a disbursement charge on our invoice as "general office expenses".

Disbursements including travel and accommodation costs, fees for experts or other professionals, camera and equipment hire, studio costs, and any other product or service we use, obtain, or engage on your behalf will be invoiced and you agree to pay these costs. These costs will be itemised on your invoice.

\*\*All costs associated with that travel are passed on to you at the actual cost incurred or charged directly to you by the provider if requested.

## **ACCOUNT PAYMENTS TERMS**

Invoices are delivered progressively over the term of our work, or at the end of a project or on delivery of actual products as determined by us. Accounts must be paid in full and without deduction or counterclaim. Sometimes we may request advance payment to cover anticipated disbursements and fees.

Where you have asked us to provide professional services for "other people", we will invoice them directly if requested. However, in the event of late-payment or non-payment, responsibility remains with you to make payment in full.

Payment is due on 20<sup>th</sup> of the month following the date of invoice and may be made by cash, cheque or direct credit to our bank account. For cash or cheque payments please detach the remittance advice from the base of the invoice or statement and return with your payment.

If there are issues concerning our fee or disbursements, they must be communicated to us in writing within 7 days of the date of the invoice; otherwise it is agreed that the amount is due and payable.

## **CANCELLING WORK OR PROJECTS**

Where work is terminated as provided below once it has commenced, you will be charged for all work incurred up to the date of termination together with 25% of the balance of the total project price. This includes the cost of any work completed but not delivered to you.

## **OWNERSHIP**

It is agreed that the only property which shall pass to you (subject to any other provision in these Terms of Engagement) are the final, physical documents and materials supplied by us to you together with any other items supplied by us to you to assist in the performance of our services on your behalf. It is agreed that all work papers, scripts, text, design, concepts, wording, printed material whether in physical form or electronic form, documents created and original footage used by PeopleMedia in the course of performing services for you shall remain the property of PeopleMedia which may be utilised by PeopleMedia in the performance of services for other parties. You must use the material we design and provide you for the use intended or supplied.

The ownership of printed material, DVDs, signage, or other physical end product ("the items") shall not pass to you until you have paid all accounts and fees owed to us. If you do not make such payment we are irrevocably entitled to take any and all reasonable steps to regain possession of the items, including by way of entry into your premises together with our agents. Until such monies have been paid you shall hold the items as fiduciary for us and will deal with them as our agent for and on behalf of us (but will not hold yourself out as our agent to any third parties). In the event you resell the items the proceeds of any resale will belong to us.

## **TERMINATION OF SERVICES**

You may terminate our engagement at anytime, any work not completed will be charged as per our cancellation clause.

We may decide to terminate our engagement:

- If you misrepresent or fail to tell us relevant facts.
- Breach of any provision contained in these Terms of Engagement.

## **LIMITATION OF LIABILITY**

Our liability for loss or damage that you suffer caused by our breach of contract, tort (including negligence), or other actionable wrong of any kind shall be limited as follows; we shall have no liability for any consequential or indirect loss of profit; our liability will be reduced to take into account any contributory negligence on your part. Notwithstanding this clause, our liability to you shall in no circumstances exceed the amount of the fees paid for the specific assignment(s) that resulted in the loss or damage.

## **CREDIT TERMS**

### **Personal Guarantee**

In consideration of PeopleMedia Limited agreeing or continuing to supply goods and services to the customer the guarantor/s jointly and severally guarantee to PeopleMedia Limited payment of all monies now owing or which at any time or times in the future become owing to PeopleMedia Limited by the customer and do guarantee and warrant the observance by the customer of each and every condition contained in these Terms of Engagement. The guarantor/s further acknowledges that this guarantee shall be a continuing guarantee and that no granting of time, credit or other indulgence or concession to the customer by PeopleMedia Limited or any waiver, compromise or neglect to sue on the part of PeopleMedia Limited shall limit or impair the liability of the customer. The guarantor/s acknowledges and agrees that as between PeopleMedia Limited and the customer, the guarantor/s shall be deemed to be a principal debtor and liable to People Media Limited accordingly.

If any sum is not paid by the due date PeopleMedia shall be entitled to look to the guarantor/s or any of them for payment without being obliged first to seek or enforce payment from the customer.

### **If payment of any fee is not received by the due date**

We may charge a late payment penalty, on the balance outstanding after the due date, at a rate of 2% per calendar month or part thereof compounded from due date to date of actual payment.

We will place any outstanding fees/disbursements in the hands of our solicitors or a debt collection agency for collection. All costs incurred in the recovery action will be added to the amount owing and will be recoverable from the client and/or the undersigned.

### **Right to Claim a General Lien over records, documents and material**

PeopleMedia Limited shall be entitled to retain all printed material, DVDs, signage or other physical end product which pursuant to these Terms of Engagement are to be delivered to the customer until all costs have been fully paid.

The terms of engagement outlined above will continue in effect from year to year or until we provide you with new terms of engagement.

**ACKNOWLEDGEMENT**

By signing below I confirm the services outlined in the above terms and conditions are acceptable to our requirements, and hereby accept the terms of PeopleMedia Limited's engagement.

Full Name of Customer: .....

Position Title .....  
(1 Director must sign on behalf of a company)

Print Full Name .....  
(where the party signing is signing on behalf of a customer, eg a company)

Signature ..... Date .....

Full Name of Guarantor/s .....  
(to be completed where the Customer is not an individual)

Print Full Name of Guarantor/s .....

Address of Guarantor/s .....  
.....  
.....

Signature ..... Date .....

Signature ..... Date .....

Witness to Guarantor/s signatures:

Signature: .....

Print Full Name: .....

Occupation: .....

Address: .....