Part A — Engagement Agreement

This Agreement is made on the _____ day of _____ 20_____.

BETWEEN

"The Client"

Name	
NZBN	
GST Number	
Authorised Person	
Phone Number	
Email	
Physical Address	

AND

"DAWNED"

Name	**DAWNED LIMITED**
NZBN	**9429051281106**
GST Number	**138-996-131**
Authorised Person	**Chunge You**
Phone Number	**021 106 0202**
Email	**chunge.y@dawned.co.nz**
Registered Office	**Accountants Plus 7 Kiln Street, Silverstream Upper Hutt 5019**
Bank Account	**Stated in the Fee Proposal**

The parties agree:

1. The Client engages DAWNED on the terms of this Agreement (Part A and Part B).
2. Each Fee Proposal is a separate document and, once accepted, also forms part of this Agreement (clause 1.3 of Part B).

Signed for and on behalf of the Client

Signature: _____

Print full name: _____

Position: _____

Date: _____

Signed personally as Guarantor (clause 3.6 of Part B)

Signature: _____

Print full name: _____

Witness signature: _____

Witness full name: _____

Date: _____

Returning this agreement

- Fill in your details above, and complete every line in both signature columns.
- Please sign by hand, in ink.
- Scan all pages and email them to chunge.y@dawned.co.nz.

Part B — Engagement Terms

1. The agreement

1.1 The client named in the accepted Fee Proposal ("the Client") engages DAWNED Limited ("DAWNED") to provide the Services on the terms of this Agreement, which is a master agreement that covers each project or engagement.

1.2 This Agreement is the entire agreement between the Client and DAWNED. This Agreement supersedes all negotiations, representations and warranties.

1.3 Documents forming the Agreement:

(a) these Engagement Terms ("these Terms");

(b) the accepted Fee Proposal, with its associated scope of work.

If these documents conflict, the accepted Fee Proposal prevails for scope, fee and programme, and these Terms prevail for everything else.

1.4 The Client accepts this Agreement by accepting a Fee Proposal in writing, or by instructing DAWNED to start or continue the Services. The version of these Terms published on DAWNED's website on the date a Fee Proposal is accepted applies to that engagement.

2. General

2.1 This Agreement is governed by New Zealand Law.

2.2 All monetary amounts in this Agreement are expressed exclusive of goods and services tax (GST) unless stated otherwise.

2.3 Working Day means a day other than a Saturday, Sunday, public holiday in New Zealand, or any day from 24 December to 5 January (both inclusive). Unless stated otherwise, any reference to a number of days means that number of Working Days.

2.4 Computation of time: Where a period is expressed from, after, or within a number of days of the date of an Invoice, Payment Claim, Notice, or other act or event, that date or the day of that act or event is excluded. The period begins on the next day. If the last day falls on a day that is not a Working Day, the period ends on the next Working Day, unless otherwise stated.

2.5 CCA means the Construction Contracts Act 2002 and its amendment Acts.

2.6 Payment Claim and Payment Schedule have the same meanings as in the CCA.

2.7 Fee Proposal means DAWNED's written fee proposal for an engagement, including its scope of work. Services means the services described in the accepted Fee Proposal, as varied under clauses 7.1–7.2. Including means including without limitation.

3. Fees, fee proposals and payment

3.1 The Client must not withhold retentions from any payment.

3.2 Fees are payment for time and Services performed by DAWNED. Payment is not contingent on any project outcome, including whether an estimate is within budget, whether a project proceeds or completes, or the outcome of any dispute, adjudication, mediation, arbitration, or litigation.

3.3 The agreed fee covers DAWNED's professional services only. The Client must pay all disbursements incurred in performing the Services at actual cost plus 15%, including but not limited to third-party reports, searches, printing, copying, courier, travel and accommodation, unless otherwise agreed in writing.

3.4 Fee Acceptance: DAWNED is not obliged to commence or continue to provide the Services until the Fee Proposal is agreed in writing and any upfront payment stated in it is received in cleared funds.

3.5 Payment:

(a) Paying the fee:

(i) Fee of $5,000.00 or less. The Client pays the whole fee before DAWNED starts the Services.

(ii) Fee over $5,000.00. The Fee Proposal divides the fee into monthly amounts. The Client pays half of the first monthly amount before DAWNED starts the Services, then one monthly amount by the 25th of each month. The last payment is whatever is still unpaid.

(iii) The Fee Proposal lists the date and amount of each payment.

(b) Payment Claims are issued on the 15th of each month and are due for payment on the 25th of the same month. If a due date of Payment falls on a day that is not a Working Day, that due date is brought forward to the immediately preceding Working Day. Any Payment Schedule must be provided within 5 Working Days after the Payment Claim is served.

(c) If there is any conflict of due date for Payment, clause 3.5 takes precedence over all other Agreements or documents.

(d) **Overdue Payments:** Any overdue payment will attract interest at 2% per month on the outstanding balance, calculated daily from the due date until paid in full. The Client must pay all costs of recovering overdue amounts, including debt collection commission and legal costs on a solicitor-client basis.

(e) Without limiting DAWNED's rights under the CCA (including suspension under section 24A where applicable), DAWNED may suspend all or part of the Services until overdue amounts are received in cleared funds. Suspension does not affect the Client's obligation to pay for Services already performed or for the period of suspension where DAWNED remains ready to resume work.

3.6 Personal guarantee: Where the Client is a company, trust, partnership or other entity, a personal guarantee from at least one director, trustee, partner or owner of the Client is a condition of every engagement, and DAWNED is not obliged to start the Services until it is given. Each person who gives the guarantee (a Guarantor) personally guarantees payment of all amounts due by the Client under this Agreement, and indemnifies DAWNED against any loss if the Client does not pay. Where there is more than one Guarantor, they are jointly and severally liable. DAWNED may recover any amount from a Guarantor without first taking action against the Client. The guarantee continues until all amounts are paid, and is not affected by any extra time or concession DAWNED gives the Client.

3.7 Consultations:

(a) DAWNED offers each new client one free consultation of up to 45 minutes. The free consultation is at DAWNED's discretion.

(b) Each later consultation, of up to 60 minutes, costs $300.00 plus GST and any disbursements under clause 3.3, and is paid before the consultation.

(c) If the Client accepts a Fee Proposal, the consultation fees the Client has paid are credited against the fee. Disbursements are not credited.

3.8 Charge-out rate (services performed on a time and attendance basis): $300.00 per hour plus GST and any disbursements under clause 3.3.

4. Bank details and payment fraud prevention

4.1 The Client must pay only to the bank account DAWNED notifies in writing at the start of the engagement (the Designated Account).

4.2 Any change of DAWNED's bank account only takes effect after DAWNED's authorised contact named in the accepted Fee Proposal gives written notice and the Client verifies the change by calling the phone number in the accepted Fee Proposal or on DAWNED's website (not any number in the notice).

4.3 Payment to any other account, or before clause 4.2 is satisfied, does not discharge the Client's obligation; the amount remains due until DAWNED receives cleared funds.

5. Instructions and client information

5.1 Instructions received by DAWNED from the Client's authorised contact, agent, or Lawyer are treated as the Client's instructions, unless otherwise stated. DAWNED will comply with those instructions unless DAWNED receives written notice limiting who may instruct DAWNED. The Client will pay for work performed in response to such instructions.

5.2 The Client will provide documents, drawings, specifications, access, and instructions reasonably required for the Services. DAWNED is not liable for errors, omissions, or delay arising from information or documents supplied by the Client or its consultants.

5.3 DAWNED may rely on information supplied by the Client without verifying it. DAWNED does not provide design, engineering or legal advice, and is not responsible for the quality of construction work or for defects.

5.4 DAWNED is not liable for errors or delay arising from differences between documents issued to a contractor or other party and documents issued to DAWNED. The Client will pay the cost of preparing and amending documents required to correct such differences.

6. Deliverables and intellectual property

6.1 Reports, estimates, schedules, and other deliverables prepared by DAWNED must not be used on any project not covered by this Agreement. Copyright in deliverables remains with DAWNED. On full payment of all amounts due for those deliverables, the Client receives a non-exclusive licence to use them. Deliverables are for the Client only. No other person, including a lender, purchaser or insurer, may rely on them without DAWNED's written consent.

6.2 DAWNED releases the final deliverables only after the whole fee is paid.

7. Variations

7.1 The Client may change the scope of work by written instruction.

7.2 Any variation will take effect after being agreed by both parties.

8. Expert evidence and dispute support

8.1 Attendance at adjudication, arbitration, litigation, mediation, or expert testimony is excluded from the agreed scope unless expressly agreed in writing. Before providing testimony or dispute support, all fees must be current unless DAWNED agrees otherwise in writing. DAWNED may require a retainer before commencing preparation for testimony or dispute support.

9. Liability

9.1 To the maximum extent permitted by Law, neither party is liable to the other for consequential loss, including loss of profit, loss of use, loss of opportunity, loss of business, financing costs, or escalation costs, arising out of or relating to this Agreement or the Services.

9.2 Where the Client acquires the Services in trade, the parties agree that the Consumer Guarantees Act 1993, and sections 9, 12A, 13 and 14(1) of the Fair Trading Act 1986, do not apply to this Agreement, and that it is fair and reasonable for them to be bound by this clause. The Client has not relied on any statement or representation by DAWNED that is not set out in this Agreement.

9.3 To the maximum extent permitted by Law, DAWNED's aggregate liability to the Client for any loss or claim arising out of or relating to this Agreement or the Services for a project is limited to the total fees received by DAWNED for that project or, for a retainer, the fees received in the 6 months before the claim arose. To the maximum extent permitted by the Contract and Commercial Law Act 2017 and other applicable Law, where more than one person contributes to the same loss, DAWNED's liability is several only and limited to DAWNED's fair proportion of that loss. Nothing limits liability for fraud, wilful misconduct, or liability that cannot be limited by Law.

9.4 Time limit for claims:

(a) Any claim against DAWNED must be notified to DAWNED in writing, with reasonable details, within 12 calendar months after the Services the claim relates to are completed.

(b) Notice within that period is a condition precedent to any liability of DAWNED. Any claim not notified within that period is barred, and DAWNED is released from all liability for it.

10. Termination

10.1 Either party may terminate this Agreement, or any engagement under it, on 14 days' written notice. Where the Client has paid in advance, termination takes effect on the later of the end of that notice period and the date the Services already paid for have been performed. DAWNED may terminate immediately by written notice if the Client becomes insolvent or goes into receivership or liquidation. On termination, all outstanding fees, disbursements, and costs to the termination date are payable in accordance with the Fee Proposal and these Terms. After payment in full, DAWNED will provide copies of its work product for the engagement.

11. Dispute resolution

11.1 Any dispute arising out of or relating to this Agreement, the Services, or fees will first be discussed in good faith between persons with authority to settle the dispute. If not resolved within 30 calendar days, the dispute will be referred to mediation. If mediation does not resolve the dispute within 30 calendar days after mediation starts, the dispute will be finally resolved by arbitration under the Arbitration Act 1996. Where the CCA applies, either party may refer a dispute to adjudication at any time. Nothing in this clause stops DAWNED from recovering unpaid amounts as a debt. If the parties cannot agree on an arbitrator, the Arbitrators' and Mediators' Institute of New Zealand (AMINZ) will appoint one.

11.2 Each party will keep the other's information confidential except as needed to perform this Agreement or as required by Law. DAWNED may name the project and describe its role in its marketing, without disclosing confidential information. DAWNED may use software, including AI tools, subject to this clause, and remains responsible for all work it delivers.

11.3 If Client-generated terms conflict with these Terms, these Terms prevail unless both parties agree otherwise in writing.

12. Service of notices

12.1 Any notice, including a Payment Claim or Payment Schedule, must be in writing and may be served by email. An email sent after 5pm or on a day that is not a Working Day is treated as received on the next Working Day.

— End of Engagement Terms —