



## Working Together

*These are our standard Terms of Engagement, which set out what you (the client) can expect from us (Shine People Consulting) and what you agree to when you engage our services – both now and in the future. You do not need to sign any formal documentation to accept these terms and we will notify you if we update them.*

### Engagement Agreement:

Every time you engage our services, we will provide a written proposal via letter or email. Before we commence any work, we ask that you sign this letter or send email confirmation to agree the terms of the proposal, which include:

- Details of the work we will carry out for you
- Fees payable for the work
- General expenses or disbursements payable by you
- Timeframes for completion
- Our cancellation policy

### Fees:

Fees are fixed for 30 days from the date of the proposal. GST and other applicable taxes and duties will be added to the amount invoiced (unless expressly included).

### General Expenses:

Travel, accommodation, photocopying, printing or other associated costs will be agreed at the beginning of the engagement and payable by you. Mileage will be charged at the IRD's standard rate per kilometre. Time spent travelling in excess of 30 minutes per day is charged at half our hourly rate. The use of external suppliers, if any, will be agreed with you in advance and charged at their prevailing rates.

### Cancellation Policy:

We understand that plans change. We reserve the right to charge for the cancellation of events, including, but not limited to, workshops, seminars and presentations. In determining the cancellation fee, we take into account how close the cancellation is to the event. In addition, we will charge for any work already completed, together with associated development costs and expenses i.e. cancellation of travel and accommodation costs.

### Workshops, Seminars & Presentations

	Cancelled	Rescheduled
28 days before the event	40% of the fee	No charge
14 days before the event	80% of the fee	50% of the fee
7 days before the event	100% of the fee	80% of the fee

### Coaching

7 days before appt.	No fee
2 days before appt.	75% of fee – or .75 per hour of a pre-paid series
24 hours' notice or less	Full session fee payable – or 1 hour of a pre-paid series

*\* No-shows are treated as cancellations*

*\* Illness: If you become unwell and cannot give 24 hours' notice, we will only charge 50% of our fee.*

*\* If a pre-paid coaching series is cancelled, please refer to the terms of the Coaching Agreement.*

### Invoicing and Payment:

Payment is due within 14 days of the invoice date. For workshops, presentations and seminars we issue invoices on completion of the work. For coaching engagements we invoice in advance.

If you have any questions regarding payments, please contact us immediately. Interest may be charged for unpaid invoices at a rate of 2.5% per calendar month. Where action is taken to recover unpaid invoices, clients are liable to pay all recovery costs / disbursements incurred by us, including legal costs and collection agency charges.

### Services & Conduct:

Work will be conducted in a professional manner and in accordance with appropriate standards.

### Intellectual Property:

All the materials we create are protected by copyright. You may not publish, distribute, reproduce or sell any works or documents to any third party without our written consent.

### Confidentiality:

Client confidentiality is important to us. We will not disclose any confidential information obtained from you or any third party.

### Dispute Resolution:

Sometimes things go wrong. All disputes and differences between us may be referred to arbitration in accordance with the provisions of the Arbitration Act 1996.

### Law and Jurisdiction:

These Terms of Engagement (and any contract to which they apply) shall be governed by New Zealand law and are subject to the jurisdiction of the New Zealand Courts.