

By accessing the website and engaging Harding Consultants Limited trading as Harding Conferences (the Consultant) to provide services, you agree that you will be bound by Harding Consultants Limited's terms and conditions set out herein. These shall be to the exclusion of any other terms and conditions, express or implied.

1. Services

- 1.1. The Consultant will provide you with conference organisation and event management consultancy services more particularly described in the Proposal Document (Services).
- 1.2. The Consultant will perform the Services exercising a reasonable degree of skill, care and diligence having regard to the standard reasonably expected of a competent professional in the Consultant's industry.

2. Provision of information

- 2.1. You agree to provide the Consultant with sufficient information to understand your requirements so that the Consultant can provide the best possible service to you. The Consultant will not, without your prior consent, use information provided by you for any purpose unrelated to the Services. The Consultant will perform the Services in reliance of the information provided by you and you acknowledge that any inaccuracies or changes to the information may present a different result.

3. Fees and payment

- 3.1. You will be charged the fees noted on the Proposal Document for the Project.
- 3.2. All fees and prices shall be quoted on a GST exclusive basis.
- 3.3. You may be required to pay a deposit prior to the commencement of work by the Consultant. Except if the agreement is cancelled pursuant to clause 9.2, the deposit is non-refundable.
- 3.4. The Consultant shall provide as many hours of effort as shall from time to time be reasonably required by you and necessary for completion of the Project.
- 3.5. If the Consultant has provided you with an estimated budget for the Services, then the Consultant shall ensure that the budget is adhered to as closely as possible and shall consult with you as soon as possible in respect of any anticipated increase in any item in the budget of an amount in excess of 10%.
- 3.6. If payment is overdue, you will upon demand pay to the Consultant interest on any overdue payment at the rate of 1.5% per month, which shall compound from month to month.
- 3.7. You agree that you will upon demand by the Consultant pay all the Consultant's expenses and legal costs (on a solicitor/agent/client basis) in respect of the collection of all overdue monies.
- 3.8. If payment is overdue the Consultant may, at its discretion, cancel the agreement with you and discontinue providing any further Services until you have discharged all outstanding indebtedness to the Consultant.

4. Reimbursement of Expenditure

- 4.1. In addition to payment of the Fee, you agree to reimburse the Consultant for sundry expenditure which the Consultant incurred on your behalf, including travelling expenses.

5. Online Registration

- 5.1. The Consultant confirms that it has in place on-line registration facility for participants of Event(s)/ Conference(s) organised by the Consultant.
- 5.2. Any registration payment made by such participants will be held in the Consultant's trust account and paid to you as soon as reasonably possible.
- 5.3. You agree that you will be responsible for any dispute relating to credit card transactions arising from participants using such on-line registration facility for the relevant period as stated by the Consultant's acquiring merchant bank (i.e.: the Bank of New Zealand) and further agree to indemnify and keep indemnified the Consultant for any claim, demand and/or expense suffered as a result of such dispute.

4. Intellectual Property

- 4.1. The intellectual property for all material provided by the Consultant including logos, graphics, systems or text, will remain the property of the Consultant at all times. You acknowledge that (if applicable) your use and exploitation of the Consultant's Intellectual Property shall not create or vest any right, title or interest in or to the Consultant's Intellectual Property in you.

5. Health and Safety

- 5.1. You will ensure that you comply with your obligations under the Health and Safety at Work Act 2015 (the Act) and all other relevant health and safety laws and regulations.
- 5.2. You will co-operate, consult and co-ordinate with the Consultant, so far as is reasonably practicable and with any other person who has health and safety obligations relating to the Services, to enable them to comply with their obligations under the Act. This does not limit the parties' other obligations under these terms and conditions.
- 5.3. You must comply with the Consultant's policies and reasonable directions relating to health and safety.
- 5.4. You acknowledge that any additional costs of the Consultant complying with its obligations under the Act and all other relevant health and safety laws and regulations, including but not limited to any regulations in relation to the COVID-19 pandemic response may be passed on to you and will be in addition to the fee estimate provided in the Proposal Document.

6. Force majeure

- 6.1. If any of the parties shall be rendered unable to carry out the whole or any part of its obligations under this Agreement for any reason beyond its control including, but not limited to, Acts of God, acts of governmental authorities, pandemics, strikes, war, riot and any other causes of such nature, then the performance of those obligations hereunder, to the extent

that such obligations are affected by such cause, shall be excused during the continuance of any inability so caused, but such inability shall, as far as possible, be remedied with all reasonable despatch.

7. Postponement

- 7.1. If the Project is postponed, the Consultant reserves the right to charge you additional fees above the fee estimate provided in the Proposal Document including but not limited to non-refundable and non-transferrable deposits paid to third parties. If the Project does not proceed within [18 months] of the Proposal Document being issued, a new fee estimate (in addition to the invoices already issued) will be provided to you.

8. Dispute resolution

- 8.1. In the event of any dispute arising out of or in respect of any matters relating to this Agreement, the parties shall endeavour in good faith to resolve such dispute expeditiously using informal techniques such as mediation, expert evaluation or other techniques agreed by them.

9. Cancellation of Project

- 9.1. In the event that the Project is cancelled for whatever reason through no fault of the Consultant, including cancellation by you, then you shall pay to the Consultant a fee for the work undertaken by the Consultant in relation to the Project up to the date of cancellation including any non-refundable deposits paid by the Consultant to third parties in relation to the Project.
- 9.2. In the event that the Project is cancelled by the Consultant due to a fault on the part of the Consultant then no further fees shall be payable by the Client in respect of the Project.

10. Termination due to ill-health of key personnel of the Consultant

- 10.1. If a key personnel of the Consultant should become unable to carry out his/her duties due to ill-health the Consultant shall use its best endeavours to find a suitable replacement, acceptable to you to carry out the duties of that personnel. In the event that the Consultant is unable to find a suitable replacement, acceptable to you to replace such personnel within 14 days following notification by the Consultant of the ill-health of that personnel then you shall be entitled forthwith to terminate this Agreement by notice in writing to the Consultant.

Consequence of termination

- 10.2. Upon the termination of this Agreement the Consultant shall deliver up to you all of the information, documents and copies thereof in their possession power custody or control in relation to the Project.
- 10.3. Termination of this Agreement shall not affect the accrued rights of the parties arising in any way out of this Agreement as at the date of termination and in particular but without limitation the right to recover damages against the other and all provisions which are expressed to survive this Agreement shall remain in full force and effect.

11. Personal guarantee of company directors, partners and/or trustees

- 11.1. If you are trading as company, partnership or a trust, the director(s), partner(s) or trustee(s) signing this Agreement on your behalf (the "Guarantor"), in consideration of the Consultant agreeing to provide the Services at your request the Guarantor also accept these terms and conditions in their personal capacity and jointly and severally personally undertake as principal debtors to the Consultant the payment of any and all monies now or hereafter owed in respect of the provision of the Services by the Consultant.

12. Professional Indemnity

- 12.1. The Consultant confirms that it has in place professional indemnity insurance to the amount of \$5,000,000.

13. Assignment

- 13.1. Neither you nor the Consultant shall assign, transfer or sub-contract to any third party the benefit and/or burden of this Agreement without the prior written consent of the other party.
- 13.2. This Agreement shall be binding upon the successors and assigns of the parties and the name of a party appearing herein shall be deemed to include the names of its successors and assigns.

14. Notices

- 14.1. All notices given hereunder shall be delivered by hand, post or sent by email. Notices shall be given to the parties at such address in New Zealand or email address as they may from time to time advise in writing.

15. Governing law

The terms and conditions shall be construed with the laws of New Zealand. The New Zealand Courts will have jurisdiction in respect of these terms and conditions, and all amounts are payable in New Zealand dollars.