

Terms of Trade and Privacy Policy.

Terms of Trade

The terms of trade set out below govern all of the supplies of services from KM Compliance Limited ("KM Compliance Ltd", "KM Compliance", "we", "us") to the customer ("you", "the Client"). They will replace all earlier KM Compliance Limited standard terms of trade and any conditions contained in any document used by you and purporting to have contractual effect. Your acceptance of any services from KM Compliance Limited indicates your acceptance of these terms of trade.

Payment Terms:

20th of Month following invoice date - due date for payment is noted on the invoice.

Payment may be made by electronic/on-line banking, credit card (Credit Card payments will include a surcharge of up to three percent (3%) of the Fee), Cheque or by any other method as agreed to between the Client and KM Compliance.

In addition to the Fee the Client must pay to the Consultant an amount equal to any GST KM Compliance must pay for any provision of Services by KM Compliance to the Client under this contract or any other agreement. The Client must pay GST, without deduction or set off of any other amounts, at the same time and on the same basis as the Client pays the Fee. In addition, the Client must pay any other taxes and duties that may be applicable in addition to the Fee, except where they are expressly included in the Fee.

The Client acknowledges and agrees that the Client's obligations to KM Compliance for the provision of the Services shall not cease (and where it is intended that any ownership of the Documentation shall pass, it shall not pass) until: (a) the Client has paid KM Compliance all amounts owing for the particular Services; and (b) the Client has met all other obligations due by the Client to KM Compliance in respect of all contracts between the parties.

Receipt by KM Compliance of any form of payment other than cash shall not be deemed to be payment until that form of payment has been honoured, cleared or recognised and until then KM Compliance's ownership or rights in respect of the Services, and this contract, shall continue.

Late Payment of any amounts owing by (the customer) to KM Compliance shall constitute a default and the customer shall pay (KM Compliance's) reasonable costs to recover the overdue amounts, including administration and legal costs (on a solicitor/client basis), or costs incurred should the matter be referred to a debt collection agency. Late payment of any amounts may also incur a \$35 overdue payment fee.

General Conditions:

1. KM Compliance Limited reserves the right to change these terms of trade from time to time.
2. If KM Compliance Limited fails to enforce any terms or to exercise its rights under these terms of trade at any time, KM Compliance Limited has not waived those rights.
3. If any provision of these terms of trade is held to be invalid or unenforceable for any reason, the remaining provisions shall remain in force and effect and the parties shall adjust their respective rights and obligations in accordance with the spirit and intent of the parties as shown by the terms of trade.
4. This agreement is governed by the laws of New Zealand and any dispute under it shall be subject to the exclusive jurisdiction of the Courts of New Zealand.
5. Prices may be altered without notice
6. We have sole discretion to determine the amount of credit we will extend to you at any time.
7. You agree to pay for the services in full without deduction or setoff and to pay goods and services tax and any other government duties, levies or taxes in respect of the services.
8. Travel costs and disbursements are a variable that cannot be calculated until after the inspection trip. We always group inspections together by area to reduce the total costs to each client.
9. The Client shall give KM Compliance not less than fourteen (14) days prior written notice of any proposed change of ownership of the Client and/or any other change in the Client's details (including but not limited to, changes in the Client's name, address, contact phone or fax number/s, or business practice). The Client shall be liable for any loss incurred by KM Compliance as a result of the Client's failure to comply with this clause.

Privacy Policy

We collect personal information from you, including information about your business, name, contact information, location, billing or purchase information, Hazardous Substances, Emergency Management and Health and Safety Information.

We collect your information in order to Issue a Compliance Certificate

Besides our staff, we share this information with WorkSafe NZ in order to meet the requirements of the Health and Safety at Work (Hazardous Substances) 2017 Regulations. Providing some information is optional. But if you choose not to provide any of the information needed, we will be unable to issue the Compliance Certificate.

We keep your information safe by storing it on a secure system and only accessing it for the purpose of certification. We scan and save any physical paperwork sent to us then the hardcopy is disposed of securely via TIMG Document Destruction.

You have the right to ask for a copy of any personal information we hold about you, and to ask for it to be corrected if you think it is wrong. If you'd like to ask for a copy of your information, or to have it corrected, please contact us in writing at: The Privacy Officer, PO Box 5235, Dunedin Central, Dunedin 9054.

KM Compliance Limited

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