

Engagement Terms

Configuration & Advisory Services

These Engagement Terms (“Terms”) apply to configuration, implementation, remediation, and advisory services (“Services”) provided by **We’ve Seen Things IT** (“Consultant”) to the organisation identified in the accepted proposal (“Client”).

1. Scope of Services

The Services include configuration, implementation, remediation, security uplift, and advisory work as described in the accepted proposal or otherwise agreed and confirmed in writing.

Services may be delivered on:

- A fixed-scope basis; or
- An hourly advisory basis, as agreed in writing.

Only services expressly agreed in writing are included.

2. Nature of Services

The Services are provided in reliance on information available at the time of engagement and represent the Consultant’s professional judgement based on that information.

The Consultant will exercise reasonable care and skill consistent with industry standards for similar advisory and configuration engagements.

The Client acknowledges that:

- Configuration changes may temporarily affect availability or behaviour of services.
 - Security improvements reduce risk but do not eliminate it.
 - No system or configuration can be guaranteed to be completely secure.
-

3. Change Approval

Material configuration changes will be discussed and confirmed prior to implementation.

The Client acknowledges that changes to identity settings, security controls, DNS records, or access permissions may temporarily affect availability or behaviour of services.

The Client is responsible for:

- Providing necessary internal approvals
- Ensuring appropriate backups are in place

- Confirming readiness for implementation where service interruption may occur

The Consultant is not responsible for issues arising from:

- Pre-existing configuration issues
 - Unsupported or outdated systems
 - Third-party service limitations
 - Incomplete or inaccurate information provided by the Client
-

4. Client Responsibilities

The Client is responsible for:

- Providing accurate and complete information.
- Granting appropriate access for the duration of the engagement.
- Maintaining appropriate backups.
- Ongoing operational management after implementation.

The Client remains responsible at all times for the governance, operation, maintenance, and security of its IT systems and services. The Consultant does not assume responsibility for ongoing monitoring or management unless separately agreed in writing.

Engagement of the Consultant does not transfer operational responsibility or ongoing management obligations to the Consultant

5. Fees & Payment

Fees are set out in the accepted proposal and are exclusive of GST unless stated otherwise.

Invoices are due within seven (7) working days of issue unless otherwise agreed in writing.

Hourly services are billed based on time reasonably incurred.

Payment may be made via bank transfer or secure card payment through an authorised third-party payment provider.

If an engagement is cancelled prior to commencement, no fee will be charged.

If termination occurs after Services have commenced, the Client must pay for Services performed up to the termination date.

Completed configuration or advisory services are non-refundable.

The Consultant reserves the right to suspend Services for non-payment.

6. Confidentiality

Each party agrees to keep confidential any non-public information received during the engagement and to use such information solely for the purposes of the Services.

This obligation survives completion of the Services.

7. Privacy

Each party agrees to comply with its obligations under the Privacy Act 2020 in relation to any personal information accessed or disclosed during the engagement.

The Client warrants it has authority to disclose any personal information required for the Services.

The Consultant will only use such information to provide the Services.

8. Limitation of Liability

To the maximum extent permitted by New Zealand law, the Consultant's total aggregate liability arising from or in connection with the Services (whether in contract, tort including negligence, equity, statute or otherwise) is limited to the total fees paid for the engagement.

The Consultant will not be liable for:

- Indirect or consequential loss
- Loss of data, revenue, or business opportunity
- Service disruption arising from agreed configuration changes

Nothing in these Terms limits or excludes liability to the extent such liability cannot be limited or excluded under New Zealand law.

9. Termination

Either party may terminate the engagement with written notice.

If terminated, the Client must pay for Services performed up to the termination date.

10. Independent Contractor

The Consultant acts as an independent contractor.

Nothing in these Terms creates an employment, partnership, or agency relationship.

11. Governing Law

These Terms are governed by and construed in accordance with the laws of New Zealand.

Where the Client is acquiring the Services for business purposes, the parties agree that the Consumer Guarantees Act 1993 does not apply.

12. Acceptance

These Terms apply upon acceptance of the associated proposal.

Acceptance of the proposal (including acceptance by email or payment of fees) constitutes acceptance of these Terms.