

# Engagement Terms

## Microsoft 365 Tenant Assessment

These Engagement Terms (“Terms”) apply to the Microsoft 365 Tenant Assessment (“Services”) provided by **We’ve Seen Things IT** (“Consultant”) to the organisation identified in the accepted proposal (“Client”).

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### 1. Scope of Services

The Services are limited to a **read-only assessment and advisory engagement**, as described in the accepted proposal.

The Services include review and analysis of configuration, security posture, and licensing within the Client’s Microsoft 365 environment.

**No configuration changes, remediation, or implementation activities are included** unless expressly agreed in writing under a separate engagement.

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### 2. Nature of the Assessment

The assessment represents the Consultant’s **professional judgement** based on information available at the time of review. The Services are provided using reasonable care and skill consistent with industry standards for similar advisory engagements. The assessment is not an exhaustive audit of all systems, configurations, or risks and may not identify all vulnerabilities or issues.

The Services:

- Are advisory in nature only
- Do not constitute a guarantee of security, compliance, or future performance
- Do not replace the Client’s responsibility for operational management, backups, or security controls
- Implementation of recommendations and ongoing security management remain the responsibility of the Client

The Services and any associated reports are provided for the Client’s internal business purposes, including enabling the Client to engage the Consultant or a third-party IT provider to implement recommendations. The Consultant does not assume any duty of care or liability to any third party arising from reliance on the Services or any associated report.

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### **3. Client Responsibilities**

The Client is responsible for:

- Providing accurate and complete information reasonably required for the assessment
- Granting appropriate temporary administrative access to Microsoft 365
- Ensuring appropriate backups and internal approvals are in place

The Consultant is not responsible for issues arising from inaccurate information, insufficient access, or pre-existing conditions within the environment.

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### **4. Access & Security**

- Access will be limited to the duration of the engagement
  - Multi-Factor Authentication (MFA) is required for all access
  - The Consultant will not intentionally modify configurations during the assessment
  - The Consultant will take reasonable care to protect the confidentiality of the Client's environment.
  - Any data exported or generated for the purposes of the assessment is used solely to perform the Services.
  - All exported reports, datasets, and working files will be securely deleted upon completion of the engagement. The Consultant may retain final reports, engagement correspondence, and necessary records for up to seven (7) years for legal, insurance, tax, or professional record-keeping purposes.
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### **5. Fees & Payment**

Fees are as 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 specified in writing.

Payment may be made via bank transfer or secure card payment through an authorised third-party payment provider. Where applicable, payment processing is handled by third-party providers.

If the engagement is cancelled prior to commencement of Services, no fee will be charged.

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

Due to the nature of professional advisory services, completed Services are non-refundable.

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

Version 1.1

Effective: December 2025

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## 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 this engagement.

This obligation survives completion of the Services.

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## 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.

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## 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
- Decisions or actions taken by the Client based on the assessment

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

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## 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.

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## 10. Independent Contractor

The Consultant acts as an independent contractor.

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

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## 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.

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## 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.