



QS QUOTE LIMITED

TERMS AND CONDITIONS OF ENGAGEMENT

Quantity surveying, estimating, schedules of quantities, reporting and related consultancy services

Status	Final - approved for client issue
Effective date	19 August 2026
Applies with	The Firm's proposal, quotation, confirmation of instruction or other written scope of services

IMPORTANT: These Terms and Conditions form part of every engagement with QS QUOTE LIMITED and must be read together with the applicable proposal, quotation, Client Engagement Agreement or other written confirmation of scope.

1. Agreement and acceptance

- 1.1 These Terms and Conditions form part of the agreement between QS QUOTE LIMITED (the Firm, we, us or our) and the person or entity instructing the Firm (the Client, you or your).
- 1.2 The agreement consists of: (a) our proposal, quotation, estimate, confirmation of instruction or other written scope; (b) these Terms and Conditions; and (c) any written variation agreed by the parties. If there is an inconsistency, a document listed earlier in this clause prevails to the extent of the inconsistency.
- 1.3 You accept the agreement when you sign or electronically accept it, instruct us to start, pay a deposit or invoice, or continue to use our Services after receiving these Terms and Conditions.
- 1.4 The person giving instructions warrants that they are authorised to bind the Client. Where the Client is a company, trust, partnership, incorporated society or other entity, the personal guarantee required by clause 19 must be completed unless we expressly waive that requirement in writing.

2. Definitions

- 2.1 Deliverables means the reports, estimates, schedules of quantities (SOQs), cost plans, assessments, spreadsheets, letters and other documents we agree to prepare.
- 2.2 Services means the professional and related services described in the agreed scope, including any agreed variation.
- 2.3 Project means the project, property or matter to which the Services relate.
- 2.4 Business Day means a day other than a Saturday, Sunday or public holiday in Auckland, New Zealand.
- 2.5 Fees means our charges for the Services, including any agreed hourly rates, fixed fees, minimum fees, variations, disbursements and applicable GST.

3. Our Services and professional standard

- 3.1 We will perform the Services with the reasonable skill, care and diligence expected of a competent quantity surveying or construction cost consultancy providing services of the kind instructed.
- 3.2 Our Services are limited to the agreed scope. We are not responsible for architectural, engineering, legal, tax, accounting, valuation, building surveying, geotechnical, fire, code compliance or other specialist advice unless that service is expressly included in writing.
- 3.3 We may use suitably qualified employees, contractors, specialist consultants, digital tools and secure technology platforms to assist with the Services. We remain responsible for the Services we provide, but are not responsible for a separately appointed consultant's work.
- 3.4 Dates and programmes are estimates unless we expressly agree in writing that a date is binding. We will notify you of material delays that become known to us.

4. Client responsibilities

- 4.1 You must provide complete, accurate and current instructions, drawings, specifications, quotations, contracts, site information and other material reasonably required for the Services, and tell us what the Deliverables will be used for.
- 4.2 Unless obvious or notified to us, we may rely on information supplied by you and by your consultants, contractors and other representatives without independently verifying it.
- 4.3 You must promptly advise us of changes to the design, scope, programme, procurement method, site conditions, information or intended use of the Deliverables.
- 4.4 You must provide timely decisions, approvals and reasonable access to the site and relevant people. We are not responsible for delay, additional cost or error caused by incomplete, inaccurate, late or withheld information or access.

- 4.5 You remain responsible for reviewing the Deliverables and promptly notifying us of any apparent error, omission or inconsistency before relying on them or issuing them to another person.

5. Estimates, SOQs and other Deliverables

- 5.1 An estimate, cost plan or budget is an opinion of probable cost based on the information and market conditions available at its stated date. It is not a quotation, tender, valuation of market value, or guarantee of the final construction cost.
- 5.2 Actual prices may differ because of design development, scope changes, procurement method, contractor availability, market movement, inflation, exchange rates, site conditions, statutory requirements and other matters beyond our control.
- 5.3 Quantities and descriptions in an SOQ are based on the documents and measurement basis identified in the Deliverable. The contractor, supplier or other pricing party remains responsible for checking quantities, rates, scope, buildability and site conditions before contracting or ordering.
- 5.4 Assumptions, exclusions, qualifications, provisional sums and contingencies stated in a Deliverable form part of that Deliverable and must be read with it.
- 5.5 Unless stated otherwise, a Deliverable is current only at its stated date. Any validity period in our proposal or Deliverable relates to the information and pricing basis then available, not to a guaranteed market price.

6. Fees, market-related charges and GST

- 6.1 The Fees, including any minimum charge, will be calculated on the basis stated in our proposal, quotation, Client Engagement Agreement or other written confirmation. Unless expressly agreed as a fixed fee, the Fees will be calculated using our applicable rates current when the Services are performed.
- 6.2 If a fee basis or minimum charge has not been expressly agreed before the Services are performed, the Client must pay a fair and reasonable market-related fee. In determining that fee, regard may be had to the nature, complexity and urgency of the instruction, the time and skill reasonably required, and the rates commonly charged for comparable professional services at that time. We will notify the Client of the applicable fee basis as soon as reasonably practicable.
- 6.3 Unless expressly stated otherwise, all amounts are in New Zealand dollars and exclude GST. GST is payable in addition at the prevailing rate.
- 6.4 A quotation is valid for 30 days from its date unless it states another period. We may revise it after expiry or before acceptance if the scope, information, assumptions or programme changes.

7. Deposit, invoices and payment

- 7.1 A deposit equal to 50% of the quoted Fee is payable before we start preparing any Deliverable or performing substantive work. We are not required to reserve capacity or commence until cleared funds are received.
- 7.2 The remaining balance, together with approved variations, additional work and disbursements, is payable on completion and before any final Deliverable is released.
- 7.3 We may issue interim or progress invoices for longer engagements, work performed outside the original scope, or work completed up to a suspension or termination.
- 7.4 Unless our invoice states otherwise, invoices are due within 7 calendar days. Payment must be made in full without set-off, deduction or counterclaim, except where required by law.
- 7.5 An upfront amount is a part-payment for Services and is not non-refundable merely because it is described as a deposit. If the engagement ends, we will apply it against Fees, disbursements and reasonable close-out costs properly incurred, and refund any balance due to you.
- 7.6 You must notify us in writing of a genuine invoice dispute within 5 Business Days after receiving the invoice, identifying the amount disputed and the reasons. The undisputed amount remains payable by the due date.
- 7.7 Clauses 7.1 to 7.6 apply unless alternative payment terms have been agreed in writing and accepted by both parties. Any alternative payment terms apply only to the specific engagement or instruction identified in that written agreement.

8. Withholding and release of Deliverables

- 8.1 Drafts may be watermarked, incomplete and subject to change. They must not be relied on, submitted for approval, tendered, priced, constructed from, distributed or represented as final.
- 8.2 We will release final reports, estimates, SOQs and other Deliverables only after all amounts due for the relevant instruction have been received in cleared funds.
- 8.3 Until full payment, any access to or possession of a draft or Deliverable does not grant a licence to use or rely on it.
- 8.4 If payment is overdue, we may suspend work, withhold Deliverables and decline further instructions after giving reasonable written notice. We are not responsible for resulting delay or loss to the extent permitted by law.

9. Additional work and variations

- 9.1 A change to the scope, design, documents, programme, assumptions, procurement route, Deliverable format or intended use may be treated as a variation.
- 9.2 Additional meetings, site visits, revisions after issue, remeasurement, reconciliation, responses to third-party comments, urgent work, or work caused by incomplete or changed information may be charged separately.

- 9.3** Where practicable, we will advise you before undertaking material additional work. If urgent action is reasonably required to protect the Project or meet your stated deadline, we may undertake reasonable additional work and charge it at our applicable rates.

10. Disbursements and third-party costs

- 10.1** You must reimburse reasonable external costs incurred for the Services, including travel, printing, specialist information, data, courier charges and third-party consultants, where approved or reasonably necessary for the instruction.
- 10.2** We may require you to pay a third party directly or fund an external cost in advance. If we pay a third-party cost on your behalf, an administration charge will apply only if disclosed and agreed before the cost is incurred.

11. Intellectual property and permitted use

- 11.1** We retain ownership of copyright and other intellectual property in our methods, templates, systems, know-how and Deliverables, except for material owned by you or another person.
- 11.2** After full payment, we grant you a non-exclusive, non-transferable licence to use the final Deliverables solely for the Project and purpose stated in the agreed scope.
- 11.3** You must not alter a Deliverable in a misleading way, remove our qualifications, reuse it for another project, sell it, publish it, or permit another person to rely on it without our prior written consent.
- 11.4** We may retain file copies and use general knowledge, experience and non-identifying information gained through the engagement. We will not publicly identify you or disclose confidential Project information for marketing without consent.

12. Reliance by other persons

- 12.1** The Services and Deliverables are prepared solely for the Client, Project and stated purpose. No other person may rely on them unless we provide a written reliance letter or otherwise agree in writing.
- 12.2** If we agree to third-party reliance, it may be subject to further conditions, a fee and the same exclusions and liability limits that apply to the Client.
- 12.3** You indemnify us against a third-party claim arising from an unauthorised distribution, alteration, reuse or reliance on a Deliverable, except to the extent the claim was caused by our breach of the agreement, negligence or unlawful act.

13. Confidentiality, privacy and records

- 13.1** Each party must keep the other party's confidential information confidential and use it only for the engagement, except where disclosure is authorised, reasonably required to perform the Services, made to professional advisers who owe confidentiality duties, or required by law.
- 13.2** We may collect, use, store and disclose personal information for providing and administering the Services, invoicing, credit control, legal and regulatory compliance, business operations and communicating about relevant services.
- 13.3** We will handle personal information in accordance with the Privacy Act 2020. Information may be processed or stored by reputable service providers in New Zealand or overseas, subject to appropriate privacy and security arrangements.
- 13.4** A person may request access to or correction of their personal information by contacting info@qsquote.com, subject to the Privacy Act 2020.
- 13.5** We may retain engagement records for our legal, insurance, quality assurance and business purposes and may destroy them after any applicable retention period.

14. Health and safety and site access

- 14.1** Each party must comply with its duties under the Health and Safety at Work Act 2015 and applicable regulations.
- 14.2** Before a site visit, you must disclose known hazards, access restrictions, asbestos or contamination risks, animals, occupants and site rules, and arrange safe access and any required induction.
- 14.3** We may decline, stop or postpone a site visit if we reasonably consider conditions unsafe. A site visit is observational only and is not a comprehensive safety, quality or compliance inspection unless expressly included in the scope.

15. Liability

- 15.1** Nothing in the agreement excludes or limits a right or remedy that cannot lawfully be excluded or limited.
- 15.2** To the maximum extent permitted by law, we are not liable for indirect, consequential or special loss, loss of profit, revenue, opportunity, finance, contract, rent, goodwill or anticipated savings, or for delay costs, except to the extent such exclusion is prohibited by law.
- 15.3** To the maximum extent permitted by law, our total aggregate liability arising out of or in connection with the Services, whether in contract, tort (including negligence), equity, statute or otherwise, is limited to the lesser of: (a) five times the Fees paid or payable for the affected instruction; and (b) NZ\$100,000.
- 15.4** Our liability will be reduced to the extent that loss was caused or contributed to by the Client, another consultant, contractor, supplier, third party, inaccurate or incomplete information, unauthorised reliance or use, or a failure to mitigate loss.



- 15.5** Any claim must be notified to us in writing promptly after it becomes known, with reasonable details. No proceeding may be commenced more than six years after the relevant Services were completed or, if earlier, after the engagement ended, subject to any mandatory statutory period.

16. Market Rates and Verification Responsibility

- 16.1** Any estimate, rate, valuation, cost plan, Schedule of Quantities or other pricing Deliverable prepared by us is a professional opinion based on the information available at the time. It is not a quotation, tender, fixed price or guarantee of the amount for which work can or will be procured or completed.
- 16.2** Before relying on a Deliverable for tendering, contracting, ordering, payment approval or carrying out work, the relevant contractor, subcontractor and project administrator must independently review and verify that the scope, quantities, rates, allowances and values are complete, appropriate, commercially reasonable and consistent with current market conditions, the contract documents and actual site conditions.

17. Consumer and business transactions

- 17.1** If you acquire the Services in trade, the parties agree, to the maximum extent permitted by law, that the Consumer Guarantees Act 1993 does not apply and that any permitted contracting out under the Fair Trading Act 1986 applies. The parties consider this fair and reasonable because the Services are acquired for business purposes, the terms allocate commercial risk, and you may obtain independent advice or negotiate changes before acceptance.
- 17.2** If you are a consumer or the law does not permit contracting out, these Terms and Conditions apply only to the extent they are consistent with your mandatory rights under the Consumer Guarantees Act 1993, Fair Trading Act 1986 and other applicable law.

18. Overdue amounts and recovery

- 18.1** If an amount remains unpaid after its due date, we may charge default interest at 1.5% per month, calculated daily, from the due date until payment. Interest will not exceed the maximum permitted by law.
- 18.2** You must reimburse our reasonable costs of recovering an overdue amount, including debt collection and legal costs actually incurred, to the extent permitted by law.
- 18.3** We may apply a payment first to recovery costs, then interest, then the oldest outstanding principal amount, unless the law requires otherwise.

19. Personal guarantee

- 19.1** Where the Client is a company, trust, partnership, incorporated society or other entity, at least one director, shareholder, trustee, partner, officer or other person approved by us must personally guarantee the Client's payment obligations under the engagement.
- 19.2** The personal guarantee is compulsory unless we expressly waive it in writing before the Services commence. A waiver applies only to the engagement identified in that written waiver.
- 19.3** The guarantee must be recorded in the Short Form Client Engagement Agreement or another written guarantee accepted by us. We may decline to commence, suspend the Services or withhold Deliverables until the required guarantee is properly completed.
- 19.4** The Guarantor guarantees the due and punctual payment of all Fees, disbursements, default interest and reasonable recovery costs properly payable by the Client. We may enforce the guarantee without first exhausting remedies against the Client.
- 19.5** If the Client is an individual or sole trader contracting in their own name, that person is already personally liable as the Client and no separate guarantee is required unless we reasonably require an additional guarantor and the parties agree in writing.

20. Suspension and termination

- 20.1** Either party may terminate the engagement by written notice. We may also suspend or terminate immediately if you fail to pay an amount when due, materially breach the agreement, fail to provide a required guarantee, require unlawful or professionally improper conduct, or create an unacceptable health, safety, credit or reputational risk.
- 20.2** On suspension or termination, you must pay for all Services performed, approved or reasonably incurred disbursements, and reasonable close-out costs up to the effective date. Clause 7.5 applies to any deposit held.
- 20.3** Clauses concerning payment, personal guarantee, intellectual property, confidentiality, reliance, liability, recovery, disputes and governing law survive completion or termination.

21. Events beyond reasonable control

- 21.1** Neither party is liable for delay or failure caused by an event beyond its reasonable control, including natural disaster, severe weather, epidemic, war, civil disruption, industry-wide industrial action, utility or communications failure, cyber incident not caused by a failure to take reasonable precautions, or government action.
- 21.2** This clause does not excuse an obligation to pay money already due. The affected party must take reasonable steps to reduce the delay and resume performance.



22. Disputes

- 22.1 A party claiming a dispute must give written notice describing it. Senior representatives of both parties must meet or confer within 5 Business Days and attempt in good faith to resolve it.
- 22.2 If unresolved within 10 Business Days after the notice, either party may propose mediation before commencing court proceedings. Nothing prevents urgent interim relief, debt recovery for an undisputed amount, or use of any statutory process that cannot be excluded.
- 22.3 Where a dispute falls within its statutory jurisdiction, either party may refer the dispute to the Disputes Tribunal of New Zealand under the Disputes Tribunal Act 1988. This option is available after the parties have attempted to resolve the dispute under clause 22.1 and does not prevent either party from using another court, tribunal or lawful process where the Disputes Tribunal does not have jurisdiction.

23. Notices and electronic communications

- 23.1 A notice must be in writing and delivered by hand, courier or email to the most recent address notified by the receiving party.
- 23.2 An email is treated as received when it enters the recipient's information system, unless the sender receives an automated delivery failure notice. An email received after 5:00 pm or on a non-Business Day is treated as received on the next Business Day.
- 23.3 The parties consent to electronic communications, electronic signatures and electronic acceptance to the extent permitted by the Contract and Commercial Law Act 2017.

24. General

- 24.1 Neither party may assign or transfer the agreement without the other party's prior written consent, which must not be unreasonably withheld. We may assign receivables or transfer the agreement as part of a genuine business restructure or sale on written notice.
- 24.2 A waiver is effective only if in writing. A delay in exercising a right is not a waiver.
- 24.3 If a provision is invalid or unenforceable, it will be read down to the minimum extent necessary or severed, without affecting the remaining provisions.
- 24.4 The agreement records the entire agreement about the Services and replaces earlier discussions or representations, except for fraud or a matter that cannot lawfully be excluded.
- 24.5 A variation to the legal terms of the agreement must be recorded in writing and accepted by both parties. A variation to the scope may be accepted by written instruction, conduct or payment.
- 24.6 New Zealand law governs the agreement and the New Zealand courts have non-exclusive jurisdiction.