



# Traction Lab Engineering Limited Customer Care Policy and Terms of Engagement and Trade

Client Application for Credit Account (2019)



## Client Care Policy and Terms of Engagement and Trade

### Introduction

This document sets out who we are and information about our relationship with customers. We explain what you can expect of us and how we operate when providing advice and assistance to you.

The terms below are the terms covering your engagement of us. Unless we agree otherwise, these terms apply when you engage us to work for you. Your continuing to instruct us means that you agree to these terms unless we agree to vary them. You do not need to sign any formal documentation indicating your continued acceptance. We welcome your feedback on aspects of these terms.

### Who we are

Traction Lab Engineering Limited is our company name for our professional engineering services. All of our engineers hold New Zealand engineering qualifications and are endorsed by New Zealand Transport Agency to offer Heavy Vehicle Certification across a number of classes. We also have a Chartered Engineer, endorsed by Engineering New Zealand who can offer engineering services for more complex work.

Our engineers are members of Heavy Vehicle Group with Engineering New Zealand and engage in ongoing professional development.

Our engineers are experienced practitioners and together have many years of practice working with customers in a wide range of fields that require professional engineering. This includes;

- Mechanical Engineering Design and Drafting, Heavy Vehicle certification across different classes, Vehicle Energy Analysis, Safety Critical Design, Industrial Product Design and Vehicle Design.

### Our Work for You

As professional engineers, we will advise you within the scope of your instructions. In regard to Heavy Vehicle Certification we are bound to work within current legislation and will work with you to ensure your project is safe and legally compliant.

We will act upon your instructions with all reasonable care, skill and diligence. You agree to provide us with clear and timely instructions, and use reasonable endeavours to help us perform our services including by providing information and clarifying instructions when requested by us. Our advice will be given solely for your benefit. If you wish any other party to rely on our advice, we must first agree in writing.

We will provide our services in a timely manner. We will always endeavour to obtain your instructions before any action on your behalf is taken. If we are required to take urgent action to protect your interests, we may do so without your instructions and you agree to pay our fees and costs.

### Confidentiality

Client confidentiality is highly important to us. We will not disclose any confidential information obtained from you about you or your commercial affairs to any other party, unless necessary to carry out your instructions, or we first obtain your agreement, or we are required to do so by law.

We will only use your confidential information to assist with the work we do for you, to inform you of issues that may affect you, or to obtain credit information or references before carrying out your work instructions. We only hold relevant contact information about you and/or your company and you are welcome to request a copy. We also hold information that is relevant to the job you have engaged us in, and we keep a digital copy of these files for auditing and quality management purposes.

### Fees

Our fee structure is based on a flexible model. The model is designed to give certainty of costs to you and to ensure there is flexibility to allow tailoring of fee charges to suit your wishes.

We do not charge for services on a strict time based model. You need not be concerned about being charged for every short phone call you make or email you send. Equally, we do not charge on a simple "value billing" model, meaning that



we do not base our services charges solely on our own assessment of how important the outcome of our assistance may be to you even though we may have spent little time on the matter.

Our charges are based on a number of factors, only one of which is the time spent. The following is an indicative list:

- Complexity of the work, Level of expertise and knowledge required, Time taken to complete the work, Experience and reputation of those undertaking the work, Importance of the work to your business, Degree of risk and liability associated with the work, Costs of internal systems and procedures to ensure safety and security of your information and files, Degree of urgency required.

For most work we do for you, we will record the time spent and by whom. This will give a preliminary indication of our fee. Allowance is then made for other factors. Sometimes our final fee for the work undertaken will be more than a simple hourly rate and time calculation, and other times it will be less.

Our fee may include office services such as copying, scanning, telephone calls and mail charges. Our invoices may also include other charges:

- Disbursements including official fees, travel, fees from other engineers or other professionals such as lawyer's fees. These fees are passed on to you as the same amounts charged to us.
- GST as applicable to our New Zealand customers.

We generally invoice monthly for on-going work, at any time when a significant action is taken, and upon completion of the work.

We may require that you pay to us a deposit in advance of us undertaking work on your behalf, particularly where we know that significant disbursement costs are expected, for example from other engineering companies. The deposit will be held for you and we will take that deposit as partial or full payment when we invoice you for the work.

Please make sure that you pay our invoices on time. The due date for payment is indicated on our invoices. We may charge interest of 1.5 % per month, calculated daily, on any amounts not paid by the due date. We may also charge you for the costs of collection and any associated legal fees.

If you have any concerns about an invoice, please let us know promptly. We are entitled to keep your files, vehicle paperwork and plates associated with heavy vehicle certification until invoices have been paid, and we may be forced to stop working for you.

At all times, we will endeavour to provide cost estimates to you prior to any work being initiated. We understand it is important to have "no invoice surprises for our customers". In other words, you will generally know well in advance of us undertaking work what the cost of that work is likely to be.

We find that for simplicity and efficiency, there are some aspects of the services that we can provide on a fixed fee basis. For example, for standard or repeated work in regard to heavy vehicle certification. Please contact us to discuss fixed fees for specified actions. Our flexible fee structure model also allows us to agree to special arrangements with customers. We welcome discussions about special fee arrangement models. We recognise the importance of a non-traditional and flexible approach to charging for professional services.

### **Application for Credit**

If you would like to apply for a credit account where invoices are due on the 20<sup>th</sup> the following month of the invoice date, you will need to complete a credit account application. A copy of this application is at the end of this document. We reserve the right to accept or decline credit account applications. If you do not have a credit account with us, invoices are due within 5 working days following the invoice date.

### **Force Majeure**

We will not be liable for any losses of any kind or any delay which are caused whole or in part by force majeure or any other cause beyond our reasonable control.

### **Conflicts of Interest**

Having regard to the relatively small size of the New Zealand market, we may on occasion be asked to act for customers who have conflicting commercial interests. If we consider that we would have a conflict of interest in working for you, we



may decline your work instructions. If a commercial conflict of interest arises between your interests and the interests of another client, we will inform you immediately.

## Communication

We will communicate with you in the manner you prefer. Unless otherwise agreed, we will communicate with you on most occasions by electronic means and by talking directly with you or a representative you have chosen.

We will not accept responsibility or be held liable for damage or loss caused in connection with corruption of an electronic communication. If you have doubts, please contact us immediately. Please notify us immediately if there is any change to your contact details so that we can be sure that communications reach you.

## Files

We will maintain files of the work we do for you, which may comprise both paper records and electronic records. In general we will retain your files for at least seven years after completion of our work for you. In the case of certification work we keep files for the duration of the certification period plus 2 years post the certification expiry date. You agree that we may then destroy, delete or otherwise dispose of the files.

## Complaints

Please inform us immediately if you are not happy about any of our services. We want to do what we can to resolve any problem.

If you have a complaint, please talk first to the person in our company handling your matter.

If you prefer, please contact Paul Beattie – company director; [paul@tractionlab.co.nz](mailto:paul@tractionlab.co.nz) | 022 0108038.

If you are not satisfied with how we have responded to your complaint, you may make a formal complaint to;

- **New Zealand Transport Authority (NZTA)**; <http://www.nzta.govt.nz/contact-us/#call-us>; help desk (0800 108 809) if you want to take the complaint further or appeal a decision made by a member of this company in regard to Heavy Vehicle Certification.
- **Engineering New Zealand (ENZ)**; <https://www.engineeringnz.org/>; +64 4 473 9444; if you want to take the complaint further or appeal a decision made by a member of this company in regard to Professional Engineering Standards.

Engineering New Zealand manages a process for resolving concerns and complaints that covers our members and Chartered Professional Engineers (CPEng). ENZ's process is designed to help engineers and the industry improve, censure where appropriate, and give the public confidence and trust in the industry. ENZ does not take sides - they stay objective and make fair decisions. See; <https://www.engineeringnz.org/our-work/working-engineer/engineering-concerns/>

## Termination

You may terminate our engagement at any time. We may terminate the engagement only after giving you reasonable notice, and only for good reasons which may include instructions that require us to breach any professional obligation or your inability or failure to pay agreed fees or reasonable fees. You must pay all fees for work done and any expenses incurred up to the date of termination.

## Insurance

We hold professional indemnity insurance that exceeds the minimum standards specified by the New Zealand Transport Authority. Please let us know if you would like information on these minimum standards. This insurance provides cover for any claim that may be made against us for professional negligence.

We also have implemented health and safety practices which together help safeguard your interests including the security of your files and information, and our ability to continue working with you if we cannot access our offices in the event of a natural disaster.

## Governing Law

These terms are governed by the laws of New Zealand and are subject to the exclusive jurisdiction of the New Zealand courts.



## Client Application for Credit Account

Company Details				
Legal Business Name				
Trading Name				
Type of Business	Sole Trader	Partnership	Company	Other
Business Description				
Company Register No.				
Expected Monthly Spend				

Director/owner				
Name				
Phone number	Landline		Cell	
Home address	Street/Unit Number			
	Street Name			
	Suburb			
	Town/City		Post code	
Postal Address (if different)	Street/Unit Number or PO BOX			
	Street Name			
	Suburb			
	Town/City		Post code	
<i>If applicable please add additional owner/director(s) to end of document</i>				

Business Address & Contact Details				
Business Postal Address	Street/Unit Number		Building Name	
	Street Name			
	Suburb			
	Town/City		Post code	
Delivery Address	Street/Unit Number		Building Name	
	Street Name			
	Suburb			
	Town/City		Post code	
Phone Number	Landline		Cell	
Email (General)				
Email (Accounts)				
Accounts Payable Contact Name				
Accounts Payable Phone				

Trade References	
Supplier 1 Business Name	
Supplier 1 Phone Number(s) & email	
Supplier 2 Business Name	
Supplier 2 Phone Number(s) & email	

Please sign to indicate you have read and agree to the 'Customer Care Policy and Terms of Engagement and Trade'		Date	/ / (dd/mm/yyyy)
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