

Terms and Conditions

Last updated: 08/04/24

Welcome to The Blueprint Collective ("we," "us," or "our"). These Terms and Conditions ("Terms") govern your access to and use of our services ("Services"). By engaging our Services and signing any associated agreements, you agree to be bound by these Terms. If you do not agree to these Terms, please refrain from using our Services.

1. Client Responsibilities

As our client ("you" or "Client"), you agree to the following responsibilities:

1.1 Provision of Materials

- **Timely Delivery:** You warrant that all necessary content, information, and materials required for the provision of Services are provided to us promptly.
- **Legal Compliance:** You ensure that all provided materials comply with applicable laws and do not infringe on third-party rights.

1.2 Approvals and Feedback

- **Prompt Review:** You agree to review and approve deliverables, content, and updates promptly.
- **Timely Feedback:** You provide feedback and decisions within a reasonable time when requested to facilitate the timely completion of Services.

1.3 Access and Cooperation

- **Access Provision:** You provide necessary access to systems, accounts, or premises if required for the provision of Services.
- **Active Cooperation:** You cooperate with us to facilitate the timely and efficient completion of Services.

1.4 Confidentiality

- **Protection of Information:** You maintain the confidentiality of any proprietary information or access credentials provided by us.
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2. Exclusions

- **Scope Limitations:** The Services do not include additional work or services beyond the original scope unless explicitly agreed upon in writing.
- **Additional Services:** Any additional work or services will be considered outside the original scope and charged at the rate agreed upon in a separate agreement.

- **Separate Agreements:** Services outside the regular scope will require a separate agreement.
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3. Third-Party Components

- **Licensing Terms:** Any third-party software, plugins, tools, or services incorporated during the provision of Services are subject to their own licensing terms.
 - **Client Responsibility:** You are responsible for adhering to these terms and may need to purchase licenses or subscriptions if required.
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4. Portfolio Rights

- **Display Permission:** You grant us the right to display the deliverables or outcomes of the Services in our portfolio and marketing materials unless otherwise agreed in writing.
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5. Payment Terms

- **Invoice Payment:** Payments are due within twenty (20) days of the invoice date unless otherwise specified in the associated agreement.
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6. Late Payments

- **Late Fees:** If any payment is not received within seven (7) days of the due date, a late fee of one and one-half percent (1.5%) per month on the outstanding balance may be applied.
 - **Service Suspension:** Failure to make payment within thirty (30) days may result in suspension of Services until the account is current.
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7. Reimbursements

- **Expense Reimbursement:** You shall reimburse us for any pre-approved out-of-pocket expenses incurred on your behalf.
 - **Documentation:** Receipts or documentation will be provided with the invoice.
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8. Liability and Indemnification

8.1 Limitation of Liability

- **Indirect Damages:** To the maximum extent permitted by law, we shall not be liable for any indirect, incidental, special, or consequential damages arising out of or relating to these Terms or the Services.
- **Liability Cap:** Our total liability under these Terms shall not exceed the total fees paid by you to us in the 3 (3) months preceding the event giving rise to the claim.

8.2 Indemnification by Client

You agree to indemnify, defend, and hold harmless The Blueprint Collective from any and all claims, damages, liabilities, costs, and expenses (including reasonable attorney's fees) arising out of or related to:

- **Use of Deliverables:** Your use of the deliverables or outcomes of the Services.
- **Content Compliance:** Materials provided by you that infringe on any third-party rights.
- **Legal Violations:** Your violation of any laws or regulations.
- **Data Practices:** Any issues arising from your data protection practices.
- **Legal Documents:** Any claims related to documents or legal policies provided by you.
- **Business Activities:** Any other claims arising out of your business operations or activities.

8.3 Indemnification by Provider

- **Content Liability:** We assume no liability for any content or materials provided by you.
- **Legal Compliance:** We assume no liability for the legal compliance of the deliverables or outcomes of the Services, including any legal documents.
- **Provider's Indemnification:** We agree to indemnify you only for claims arising directly from our willful misconduct or gross negligence in the performance of the Services.

9. Dispute Resolution

9.1 Governing Law

- **Jurisdiction:** These Terms shall be governed by and construed in accordance with the laws of New Zealand law, without regard to its conflict of law provisions.

9.2 Negotiation

- **Good Faith Efforts:** In the event of any dispute arising out of or relating to these Terms or the Services, both parties shall first attempt to resolve the dispute through good-faith negotiations.

9.3 Mediation and Arbitration

- **Mediation:** If the dispute cannot be resolved through negotiation within thirty (30) days, the parties agree to submit the dispute to mediation.
 - **Arbitration:** If mediation fails, the dispute shall be resolved by binding arbitration in accordance with the rules of the New Zealand Dispute Resolution Centre.
 - **Location and Language:** The arbitration shall take place in Auckland or Dunedin New Zealand and be conducted in English.
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10. Force Majeure

- **Uncontrollable Events:** Neither party shall be liable for any failure or delay in performance under these Terms due to circumstances beyond its reasonable control, including but not limited to acts of God, natural disasters, war, terrorism, government actions, labor disputes, technical failures, or death.
 - **Notification:** The affected party shall notify the other party promptly and make reasonable efforts to resume performance as soon as possible.
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11. Amendments and Updates

- **Right to Modify:** We reserve the right, at our sole discretion, to change, modify, add, or remove portions of these Terms at any time. Amendments or changes to these Terms will become effective upon posting the revised Terms on our website.
 - **Changes:** Unless explicitly stated otherwise, any new features or services that augment or enhance our existing Services shall be subject to these Terms.
 - **Client Responsibility:** It is your responsibility to check these Terms periodically for changes. Your continued use of our Services following the posting of changes constitutes your acceptance and agreement to the changes.
 - **Service Modifications:** We reserve the right to do any of the following, at any time, without notice to you:
 - **Modify, Suspend, or Terminate Services:** Modify, suspend, or terminate operation of or access to our Services, or any portion thereof, for any reason.
 - **Policy Changes:** Modify or change our Services, or any portion thereof, and any applicable policies or terms.
 - **Interruptions:** Interrupt the operation of our Services, or any portion thereof, as necessary to perform routine or non-routine maintenance, error correction, or other changes.
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12. Miscellaneous

12.1 Amendments and Modifications to Agreements

- **Written Consent for Agreements:** Any amendments or modifications to any signed agreements must be in writing and signed by both parties.

12.2 Assignment

- **Provider's Right to Assign:** The Provider may assign or transfer, in whole or in part, any of its rights and obligations under these Terms to any affiliate, successor, or third party—including in connection with a merger, acquisition, or sale of substantially all of its assets or business—without requiring the Client's prior written consent.
- **Invalid Assignment:** Any attempted assignment by either party in violation of this section shall be null and void.

12.3 Notices

- **Communication Methods:** All notices and communications under these Terms shall be in writing and delivered to the addresses specified by each party or to such other address as either party may designate in writing.
- **Delivery Options:** Notices may be delivered by personal delivery, certified or registered mail, overnight courier, or email (with confirmation of receipt).

12.4 Entire Agreement

- **Integrated Agreement:** These Terms, together with any other signed documents that specifically incorporate these Terms and Conditions, constitute the entire agreement between the parties and supersede all prior agreements or understandings, whether written or oral.
- **No Other Representations:** No representations, warranties, or promises have been made except as expressly set forth herein and in any incorporated documents.

12.5 Conflict Resolution Clause

- **Precedence:** In the event of any conflict between the provisions of these Terms and any other signed agreement that incorporates these Terms and Conditions, the terms of the signed agreement shall prevail.

12.6 Severability

- **Validity of Provisions:** If any provision of these Terms is held to be invalid or unenforceable, the remaining provisions shall remain in full force and effect.

12.7 Waiver

- **No Waiver:** No waiver of any breach or default shall be deemed a waiver of any subsequent breach or default.
- **Rights Preservation:** No failure or delay in exercising any right shall operate as a waiver thereof.

12.8 Headings

- **Interpretation:** The headings in these Terms are for convenience only and shall not affect their interpretation.

12.9 Necessary Acts

- **Further Actions:** Each party agrees to perform any further acts and execute any documents necessary to carry out the provisions of these Terms.

If you have any questions or require further clarification regarding these Terms, please contact us at:

- **Email:** hello@theblueprintcollective.co.nz
- **Address:** 1 Lovelock Avenue, Dunedin North, Dunedin 9016
- **Phone:** +64 278645643

The Blueprint Collective

Authorized Representative: Lewis Inder

Title: Director

Date: 02/12/24