



**DR VICKI FOWLER**  
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## TERMS OF ENGAGEMENT FOR DR VICKI FOWLER FOR PSYCHOLOGICAL / CONSULTANCY SERVICES and DATA – MONITORING re BUSINESS APPLICATIONS NEW ZEALAND and OVERSEAS

### 1. THESE TERMS

- 1.1 I will provide you with psychological/consultancy services and data-monitoring re business applications on and subject to these terms
- 1.2 Unless we have agreed otherwise, these terms apply whenever you engage DR VICKI FOWLER to act for you. You accept and agree to these terms by continuing to engage me after I have provided them to you.

### 2. OUR SERVICES

- 2.1 I will provide my services:
  - a in accordance with your reasonable instructions;
  - b in a timely fashion
  - c in an efficient manner ; and
  - d with reasonable skill and care in accordance with applicable laws and legal professional duties
- 2.2 If I consider that I do not have the necessary expertise to carry out all or any part of the services requested by you, I will promptly advise you and agree with you an appropriate course of action.
- 2.3 I may decline your instruction to act on a new matter if I have good cause to do so (including where I have a conflict of interest or lack of available time). If this happens, I will promptly contact you.
- 2.4 Either of us may terminate our engagement on a matter, provided that, in my case, I must have good cause and must give reasonable notice that sets out the grounds for terminating our engagement. If my engagement is terminated, you will pay my fees for work done and other charges incurred up to and including the termination date.

- 2.5 My advice is provided, and my duties are owed, to you only. My advice may not be used or relied upon by other persons (including persons closely associated with you) unless I agree to this in writing.

### 3. YOUR OBLIGATIONS

You will:

- a use my services efficiently and appropriately, for lawful purposes only;
- b provide myself with clear instructions regarding the psychological/ consultancy services/ data-monitoring services you require me to perform; and
- c use reasonable endeavours to assist me to perform my services in accordance with these terms including providing information, comments and feedback, or clarifying your instructions as reasonably requested by myself.

### 4. MY FEES

- 4.1 Unless I have agreed otherwise with you, I will charge you fees for the performance of my services mainly on the basis of my standard hourly rates applicable at the time I carry out work for you. Attached within these terms are my standard hourly rates, as at the date that I have provided you these terms. My rates are reviewed and updated from time to time, but generally on 1 April each year. (Please note that “Data-Monitoring Packages of Care for Business Applications” are priced separately; please contact Dr VICKI FOWLER for further information).
- 4.2 My psychological / consultancy fees will be fair and reasonable, having regard to both of our interests. These factors include the time spent by myself in performing the services, the skills, specialised knowledge and responsibility required, the results achieved, and the urgency of the matter.
- 4.3 I will add to my fees:
- a My office service charge which is set at a rate of 2.5% of my fees. This charge covers most expenses I incur when acting for you including photocopying, standard on-line searches, phone calls and courier costs; and
  - b any third party costs incurred by my office in performing my services in accordance with your instructions, including travel costs when I am required to travel, third party professional fees etc.
- 4.4 My fees and other charges are exclusive of New Zealand GST which (if applicable) will be payable by you in addition to my fees and other charges.

- 4.5 My invoices will include a brief description of the work carried out during the billing period and any other information reasonably requested by you.
- 4.6 Subject to clause 4.7, you will pay my invoices in full without deduction or set off within 7 days of receipt of my invoice. If you do not make payment by the due date, I may:
- a charge you interest on the overdue monies at a rate of 4% per annum over the then current commercial overdraft rate charged by my main commercial bank. I will charge this interest on a day to day basis from the due date until all monies owing, including all interest, have been paid in full; and/or
  - b cease all current work for you and retain your papers and files until all accounts are paid; and/or
  - c start proceedings against you to recover all amounts owed (including interest and collection costs)
- 4.7 You may, on reasonable grounds, query or dispute an invoice. I will provide you with information you reasonably request in respect of that invoice and we will each use our best endeavours in good faith to resolve the query or dispute. You may, acting in good faith, withhold the relevant portion of the amount payable under that invoice until the query or dispute is resolved.
- 4.8 If requested, I will provide you with an estimate of the fees that you will incur for a matter. This is a guide for your general information and is not a fixed quote. Estimates do not include GST or other charges.

## **5. LIMITATION OF LIABILITY**

DR VICKI FOWLER holds indemnity insurance for herself and Office Staff.

## **6. CONFIDENTIALITY**

Any information that you provide to me will be kept confidential unless (and only to the extent that) disclosure is authorised by you or is required by law.

## 7. GENERAL

- 7.1 These terms are governed by New Zealand law and you agree that you are subject to the non-exclusive jurisdiction of the New Zealand courts.
- 7.2 Your rights under these terms are personal to you and may not be assigned or transferred in any way.
- 7.3 To the extent that clauses in these terms are, by their nature, intended to survive termination of our engagement, those clauses continue and are enforceable after that termination.
- 7.4 I may change these terms by sending my amended terms to you. You will accept those terms by continuing to use my services.

## 8 FEE STRUCTURE

- 8.1 Dr VICKI FOWLER's consultancy fee is \$250 (GST Exclusive) per hour.
- 8.2 Please contact Dr VICKI FOWLER personally for customised pricing packages re specialised psychological consultancy services and data-monitoring packages for businesses.
- 8.3 DR VICKI FOWLER is licensed under deed from DR VICKI LIMITED to license the following:
  - DR VICKI LIMITED GAMBLING RECORDING MONITORING SYSTEM
  - DR VICKI LIMITED INITIAL AND FINAL GAMBLING SCREENS
  - DR VICKI LIMITED ALCOHOL RECORDING MONITORING SYSTEM
  - DR VICKI LIMITED INITIAL AND FINAL ALCOHOL RECORDING SCREENS
  - DR VICKI LIMITED COMPULSIVE SHOPPING RECORDING MONITORING SYSTEM
  - DR VICKI LIMITED INITIAL AND FINAL COMPULSIVE SHOPPING SCREENS
  - DR VICKI LIMITED RELATIONSHIP INTIMACY STRESS TEST AND ANY OTHER DEVELOPED MATERIAL USING INTELLECTUAL PROPERTY IN DR VICKI LIMITED.

