

TERMS OF TRADE

A copy of DO IT Management Limited terms of trade document below;



DO IT MANAGEMENT LIMITED

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Terms Of Trade.

1. DEFINITIONS

- 1.1 "DO IT Management" or "Company" shall mean DO IT Management Limited, or any agents or employees thereof.
- 1.2 "Client, Customer or Purchaser" shall mean any person acting on behalf of and with the authority of the "purchaser" or any person purchasing products goods and services from DO IT Management.
- 1.3 "Price" shall mean the cost of the artist live performance and management services as agreed between DO IT Management and the Client and includes all disbursements e.g. charges DO IT Management pay to others on the Client's behalf subject to clause 4 of this contract.

2. ACCEPTANCE

- 2.1 Any instructions received by DO IT Management from the Client for the supply of artist live performance and management services shall constitute a binding contract and acceptance of the terms and conditions contained herein. Client is fully informed and aware of DO IT Management Limited Terms of Trade as acceptance of such Terms of Trade are outlined on any and all DO IT Management Limited invoice/s.

3. COLLECTION AND USE OF INFORMATION

- 3.1 The Client authorises DO IT Management to collect, retain and use any information about the Client for the purpose of assessing the Client's credit worthiness, enforcing any rights under this contract, or artist live performance and management services provided by DO IT Management to any other party.
- 3.2 The Client authorises DO IT Management to disclose any information obtained to any person for the purposes set out in clause 3.1.
- 3.3 Where the Client is a natural person the authorities under clauses 3.1 and 3.2 are authorities or consents for the purposes of the Privacy Act 1993.

4. PRICE

- 4.1 Where no price is stated in writing or agreed to orally the artist live performance and management services shall be deemed to be sold at the current amount as such artist live performance and management services are sold by DO IT Management at the time of the contract.
- 4.2 The price may be increased by the amount of any reasonable increase in the cost of supply of the artist live performance and management services that is beyond the control of DO IT Management between the date of the contract and delivery of the artist live performance and management services.
- 4.3 In regards to DO IT Management Ltd TA. DO IT Records guaranteed release of your music, we shall endeavor to pay the Artist one hundred percent (100%) of income after all third party costs and expenses. Including but not limited to distribution, promotion, aggregation, foreign territories exchange rates, which may vary.

5. PAYMENT

- 5.1 Payment for artist live performance and management services shall be made in full on the date of performance (“the due date”).
- 5.2 Interest may be charged on any amount owing after the due date at the rate of 12.5% per month or part month.
- 5.3 Any expenses, disbursements and legal costs incurred by DO IT Management in the enforcement of any rights contained in this contract shall be paid by the Client, including any reasonable solicitor’s fees or debt collection agency fees.
- 5.4 Receipt of a cheque, bill of exchange, or other negotiable instrument shall not constitute payment until such negotiable instrument is paid in full.
- 5.5 A deposit may be required.
- 5.6 In the event of a cancellation of any services or live performance then Client shall be liable for full payment if cancelation is received within one (1) month of the due performance date.

6. QUOTATION

- 6.1 Where a quotation is given by DO IT Management for artist live performance and management services:
 - 6.1.1 Unless otherwise agreed the quotation shall be valid for thirty (30) days from the date of issue; and
 - 6.1.2 The quotation shall be exclusive of goods and services tax unless specifically stated to the contrary;
 - 6.1.3 DO IT Management reserve the right to alter the quotation because of circumstances beyond its control.
- 6.2 Where artist live performance and management services are required in addition to the quotation the Client agrees to pay for the additional cost of such live performance and management services.

7. AGENCY

- 7.1 The Client authorises DO IT Management to contract either as principal or agent for the provision of live performance and management services that are the matter of this contract.
- 7.2 Where DO IT Management enters into a contract of the type referred to in clause 7.1 it shall be read with and form part of this contract and the Client agrees to pay any amounts due under that contract.

8. DISPUTES

- 8.1 No claim relating to live performance and management services will be considered unless made within one (1) month of supply.

9. LIABILITY

- 9.1 The Consumer Guarantees Act 1993, the Fair Trading Act 1986 and other statutes may imply warranties or conditions or impose obligations upon DO IT Management which cannot by law (or which can only to a limited extent by law) be excluded or modified. In respect of any such implied warranties, conditions or terms imposed on DO IT Management, DO IT Management’s liability shall, where it is allowed, be excluded or if not able to be excluded only apply to the minimum extent required by the relevant statute.
- 9.2 Except as otherwise provided by clause 9.1 DO IT Management shall not be liable for:
 - 9.2.1 Any loss or damage of any kind whatsoever, arising from the supply of live performance and management services by DO IT Management to the Client, including consequential loss whether suffered or incurred by the Client or another person and whether in contract or tort (including negligence) or otherwise and irrespective of whether such loss or damage arises directly or indirectly from live performance and management services provided by DO IT Management to the Client; and
 - 9.2.2 The Client shall indemnify DO IT Management against all claims and loss of any kind whatsoever however caused or arising and without limiting the generality of the foregoing of this clause whether caused or arising as a result of the negligence of DO IT Management or otherwise, brought by any person in connection with any matter, act, omission, or error by DO IT Management its agents or employees in connection with the live performance and management services.

10. COPYRIGHT AND INTELLECTUAL PROPERTY

- 10.1 DO IT Management owns and has copyright in all designs, samples, artworks, software, drawings, specifications, and documentation produced by DO IT Management in connection with the artist live performance and management services provided pursuant to this contract and

the client may use the artist live performance and management services only if paid for in full and for the purpose for which they were intended and supplied by DO IT Management.

11. CONSUMER GUARANTEES ACT

11.1 The guarantees contained in the Consumer Guarantees Act 1993 are excluded where the Client acquires artist live performance and management services from DO IT Management for the purposes of a business in terms of section 2 and 43 of that Act.

12. PERSONAL GUARANTEE OF COMPANY DIRECTORS OR TRUSTEES

12.1 If the Client is a company or trust, the director(s) or trustee(s) agree to this contract, in consideration for DO IT Management agreeing to supply Client and grant credit to the Client at their request, also agree to this contract in their personal capacity and jointly and severally personally undertake as principal debtors to DO IT Management the payment of any and all monies now or hereafter owed by the Client to DO IT Management and indemnify DO IT Management against non-payment by the Client. Any personal liability of a signatory hereto shall not exclude the Client in any way whatsoever from the liabilities and obligations contained in this contract. The signatories and Client shall be jointly and severally liable under the terms and conditions of this contract and for payment of all sums due hereunder.

13. MISCELLANEOUS

13.1 DO IT Management shall not be liable for delay or failure to perform its obligations if the cause of the delay or failure is beyond its control.

13.2 Failure by DO IT Management to enforce any of the terms and conditions contained in this contract shall not be deemed to be a waiver of any of the rights or obligations DO IT Management has under this contract.

13.3 If any provision of this contract shall be invalid, void or illegal or unenforceable the validity existence, legality and enforceability of the remaining provisions shall not be affected, prejudiced or impaired.

13.4 This contract is governed by the laws of New Zealand and each party submits to the exclusive jurisdiction of the Courts of New Zealand.

14. JUDGES DECISION

14.1 Judges decision is final.

14.2 DO IT Management shall announce the winner of competitions no later than 14 working days after any advertised deadline of the final date for that competition.