

**Passage Software Ltd**  
**Standard Terms & Conditions for the provision of Services and Products**

In addition to the Sage Pastel End-User Licence Agreement Passage Software Ltd (hereafter PASSAGE) have the following Terms and Conditions for the provision of Services and sale of product

**Query Process**

Passage requests that any queries be notified as promptly to Passage so that resolutions can be resolved as a priority. Any query should be faxed to 09 820 1890 or emailed to [accounts@passage.co.nz](mailto:accounts@passage.co.nz).

**A) Provision of Credit.**

- 1) The Client (hereafter Client) will pay Passage Software the fees applicable to the service or product purchased.
- 2) Payment is due 14 days from date of invoice.
- 3) Deposits are due before any work commences and are non-refundable.
- 4) Utilisation of PASSAGE services or purchase of products is deemed acceptance of these terms and conditions.
- 5) Until payment is made in full PASSAGE retains title and ownership of any products and may repossess such items at any time whilst they remain unpaid.
- 6) All costs incurred in collecting any debt will be charged to the client and the client is liable to reimburse PASSAGE for these costs.
- 7) Full license keys will not be issued until payment has been fully cleared through the banking system into Passage's bank account.
- 8) Deposits are due before any work commences and are non-refundable.
- 9) If payment is not made in full by the due date, Passage Software Ltd is entitled to charge you daily interest on the unpaid overdue balance at the rate of 5% per annum above the current base overdraft rate charged by Passage Software Ltd bankers, compounding monthly owing on the first day of each month, until payment is received in full.
- 10) Breach of these terms shall entitle Passage at its option, to suspend cancel or with hold any or all services and further products
- 11) Passage Software Ltd reserves the right to amend these terms and conditions at its discretion
- 12) Updated Terms and Conditions are available from our web site: [www.passage.co.nz](http://www.passage.co.nz)

**B) Provision of Software Services and/or Modifications**

- 1) PASSAGE and/or the Authors of the software retain copyright, title, intellectual property rights at all times.
- 2) No consent is granted to the Client to make modifications except through the authorised services of PASSAGE or its agents.
- 3) PASSAGE will invoice on the agreed terms provided in each quotation or Activity Report and the client will pay in accordance with the terms in clause A1-2 above.
- 4) Renewal of Maintenance or Cover will be billed on the anniversary of the installation of your Sage Pastel Product. A minimum of thirty (30) days written notice to terminate the contract must be given by you to Passage Software Limited (T/A Passage) or a 30% cancellation will apply. Maintenance is an annual fee non refundable and payable in advance. Reinstatement costs will apply

**C) Termination and Breach**

- 1) If the Client fails to comply with any of the provisions of this agreement and does not rectify such non-compliance within 7 days of PASSAGE giving notice either in writing, fax or email, then PASSAGE may without prejudice to any other rights or remedies and without being liable to the Client for any loss or damage that may result, give notice to the Client terminating their right to use the software. Upon termination of the agreement the Client shall lose all right to use the products that are the property of SAGE NZ and shall forthwith deliver the products to PASSAGE and destroy all copies made. The Client shall certify in writing that the copies have been destroyed.
- 2) Until such breach is remedied Passage may at its discretion refuse to supply any service or product.

**D) Miscellaneous**

- 1) Consumers Guarantee Act 1993 (CGA). The following clauses adhere to standard CGA business practices that ensure that CGA obligations are contracted out of, where possible (specifically when sales relate to business activities).
- 2) If you are purchasing or holding yourself out as purchasing the Services or Products for a business purpose then the provisions of the CGA are excluded from this supply agreement.
- 3) This agreement constitutes the agreement between PASSAGE and the client hereby acknowledges that no reliance is placed on any representation made but not embodied in this agreement.

**E) Rates & Fees**

- 1) The standard hourly rate is that set by PASSAGE and may be varied from time to time.
- 2) The rate for after hours service is 1.5 times the standard rate for a minimum of the 2 hours, and then 1.5 times the standard rate per hour or part thereof minimum units of 1 hour.
- 3) All rates quoted in this agreement exclude G.S.T. or local applicable taxes.
- 4) All expenses are charged to client and any travel time is charged at normal rates.

I/We accept and acknowledge the terms and condition as set above.

**Company Name:**

**Signature:**

**Name:**

**Date:**