



CLIENT SERVICE AGREEMENT

PARTIES

CANTERBURY BUSINESS RECOVERY GROUP LIMITED (“RC”) trading as RECOVERY CANTERBURY (RC)

[Company Name and Address] (“the Client”);

1. Objectives

- 1.1. The Client and RC wish to record the arrangements by which the Client will participate in the services provided or recommended by RC or any RC appointed Business Recovery Coordinator (BRC).
- 1.2. The Client and RC wish to outline the responsibilities and obligations of the Client and RC.

2. RC Services

- 2.1. The services provided by RC will be made available to the Client as appropriate to their identified needs and their ability to engage with the services effectively (as determined by RC).

3. Client Obligations

- 3.1. The Client agrees to report progress against agreed milestones in the engagement plan agreed to with RC appointed BRC at one month and three month intervals following initial plan development
- 3.2. If the Client receives funding from the Canterbury Business Recovery Trust (CBRT) Fund, the Client acknowledges and agrees that:
 - 3.2.1. All information supplied by it in its application for funding will be accurate and not misleading;
 - 3.2.2. It will utilise the funds for the purpose the funds are granted
 - 3.2.3. It will provide any outcomes reports required by RC or by CBRT as part of the CBRT funding;
 - 3.2.4. It will comply with any conditions imposed as part of the CBRT funding approval;
 - 3.2.5. It may be audited by RC or CBRT to confirm that the funding has been properly applied for, received and spent; and
 - 3.2.6. It may be required to repay any funding if any of the requirements in this clause 3.2 are not complied with.
 - 3.2.7. The trustees reserve the right to request full repayment of allocated CBRT Funds should the business be sold within twelve months of receipt of CBRT Funds. These funds are to be repaid on settlement date of the sale.

- 3.3. The acknowledgements and agreements given by the Client in clause 3.2 are given for the benefit of and may be enforced by CBRT or by RC on behalf of CBRT.

4. Agreement Term

- 4.1. This Agreement will apply so long as:
- 4.1.1. The Client continues to participate and contribute to actions as per their engagement plan agreed to with RC appointed BRC.
 - 4.1.2. RC is able to offer or provide services or referral to services that are likely to add value and to the growth of the Client's business.
- 4.2. Either party may (by written or email notice) terminate the ongoing provision of services by RC to the Client. Any termination of this Agreement will not affect the Client's obligations under clauses 3 and 8 nor RC's obligations under clause 6 and those obligations will survive the termination of this Agreement

5. Client Information

- 5.1. The Client will supply information by mutual agreement to RC that may enhance RC's ability to assist the Client. This may include the Client's business plan and/or financial information.

6. Confidentiality

- 6.1. Subject to clauses 6.2 and 6.3, RC shall not at any time, without the express permission of the Client, use or exploit for its own benefit or disclose to any third party any information provided to RC, in connection with the services provided to the Client by RC, about the Client or the Client's business, and which from its nature and content is, or would reasonably be expected to be, confidential.
- 6.2. The obligation contained in clause 6.1 of this Agreement does not extend to information which is already in or which enters the public domain through no fault of RC.
- 6.3. To enable it to comply with any reporting or accountability obligations, RC may disclose information provided to it by the Client to Canterbury Business Recovery Trust, government departments or to other entities. In addition, where a RC appointed BRC is employed by or has been seconded from a government department, local authority or other entity (the BRC's employer), RC or that BRC may disclose reporting information to the BRC's employer to enable the BRC to monitor the BRC's employment, provided that information is not confidential in nature and does not specifically identify the Client.

7. Fees

- 7.1. No fee for the provision of services is payable by the Client to RC.

8. Acknowledgement and Indemnity

- 8.1. The Client acknowledges and agrees that:
- 8.1.1. Any advice, whether implied, verbal or written, provided by RC and its representatives is given in good faith.
 - 8.1.2. RC and its representatives take no responsibility for the success or failure of the Client's business or current or future business ventures

